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SÃO TOMÉ AND PRINCIPE

DIARY OF THE REPUBLIC

LIKE IN RIO

NATIONAL ASSEMBLY

Lei n.º 6/2019

Approves the Labor Code.

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Preamble

Several years after its publication, it became clear that the Legal Regime of Individual Working Conditions provided for in Law No. 6/92 is no longer able to answer the many questions that are currently raised in the world of work. In addition to these, the fact that the Trade Union Law was published, which regulates the functioning of associations of employers and workers, the Strike Law, which safeguards the rights of workers in their struggle for improvement working and living conditions, the Law on Safety, Hygiene and Health at Work, among others, all of which are separate legislation.

Raising the problem of the existence of educational institutions that have been, over the last few years, teaching law subjects, including labor law and, more recently, with the opening of a university where teaches the law course and the transformation of the former Instituto Superior Politécnico into the University of São Tomé and Príncipe, which also institutionalized the law course degree, increased the need for the compilation of all separate legislation on the labor relations in a single normative body and, more specifically, in the elaboration of a São Tomé Labor Code, aiming, therefore, to facilitate not only those who in their day-to-day life, in the different work sectors, have of handling varied and dispersed labor legislation and, above all, students whose lack of manuals and codes is quite notable, with all the resulting negative consequences, both for the deepening of their knowledge and for the new dynamics that the country lacks. printing, not only due to the emergence of different ways of establishing work relationships, but also due to its internationalization motivated by globalization.

The Trade Union Law, the Strike Law and the Law on Safety, Hygiene and Health at Work become an integral part of this Code.

In the field of Safety, Hygiene and Health at Work, the central point was to comply with the
established in Convention No. 155 of the International Labor Organization (ILO), ratified by the São Tomé State, which deals, in essence, with safety.
safety and health of workers and the work environment, Convention No. 158 on employment stability and Convention No. 102 on old-age pensions, according to which the minimum age for the respective attribution must not exceed 65 years, among others ratified.

Naturally, the intention is to establish a set of measures that guarantee safety, hygiene and health in workplaces in different sectors of activity in the country.

An attempt was made to cover positive aspects of various economic units in terms of safety, hygiene and health at work, with regard to the following:

Safety of constructions, protection of machines, apparatus and means of lifting, transport and storage, installations, apparatus and various utensils and personal protective equipment, hygiene and health of workers, defining the obligations of the employer and employees workers.

Even though foreign legislation and doctrine were sought as a source of inspiration, in legal systems similar to ours, we cannot forget the fact that each country has its own specificity, leading to the need to adapt to our realities. des. It also adhered, to a certain extent, to Mozambican legislation in aspects related to the fight against unemployment and protection of national labor, when it sets a limit on the number of foreign workers and the conditions required for the exercise of any profession, in the National Territory, by foreigners.

With this Code, some innovative aspects were introduced, including the protection of maternity in a more modern model, which defines the work prohibited to pregnant and postpartum women, the work of minors, the notion of national minimum wage and the urgency of its regulation in the primary, secondary and tertiary sectors, with relevance to agricultural, domestic, fishing, catering, industrial work and the provision of services. The protection of genetic heritage against risks that may arise from certain areas of the work domain with the consequent exercise of activities by certain categories of workers was also taken into account.

Regarding remuneration, an attempt was made to deepen its concept and define the different modalities in

function of the work performed and the worker's needs.

It was also introduced the obligation for sectors in which there are jobs to communicate to the Ministry in charge of the Labor area, so that the Government can begin to control the jobs and create a policy to combat the more efficient unemployment.

There is, on the other hand, an imposed duty to bring our legislation closer to that of the Portuguese-speaking space in which we operate without neglecting our regional integration, in the ECCAS.

In the field of contracts, another structure was given, therefore, different types of employment contracts were systematized in sections followed by one another for the sake of facilitating their understanding instead of being distributed and separated by sections with other subjects in between.

As for the wages to be received by the worker, Christmas and holiday bonuses were included, as salary supplements, as it is understood to be the occasion when the worker needs it most, especially when it comes to holiday pay, as they are Vacation is a period in which work is interrupted so that the person working on it can recover their strength and be able to improve their performance when they return to work, which is why they need to incur additional expenses.

The benefit for the death of more direct relatives was also introduced, another occasion when people need it most and especially in a society as needy as ours.

The concept of worker-student was defined and the rules that regulate their work activity, particularly with regard to licenses to take tests and the flexibility of the working hours to which they are subject.

On the other hand, women's work and especially the activities prohibited to pregnant, postpartum and breastfeeding workers were not forgotten, taking into account equality in differences and the positive discrimination that their specific situation requires, especially based on in the guidelines issued by the ILO Conventions in this regard.

Much else was done in relation to the work of minors, with the specificity that their condition also requires.

In the field of contractual labor relations, although supervision through the Labor Inspection can do what it can, with the limited resources it has, it must be borne in mind that the best inspector in the workplace is the worker himself, who often due to the precariousness of contractual relationships, which means that they do not have a minimum guarantee of employment, and they are not even able to "open their mouths" when an inspector appears at the company, because they are afraid of losing them even though they are precarious.

However, as it is up to political power to tighten the means of inspection and surveillance in the labor sphere, without neglecting the fact that there are many companies in which the State has a stake, but not control over them, in terms of labor relations, this Code provides workers with legal precepts that provide them with greater and better means of defense in order to guarantee their rights under threat of violation or when already violated.

In the spirit of considering Labor Law as a guarantee of the fundamental right to the valorization of human work, the Government, with this legal diploma, intended, on the other hand, to establish provisions that aim to eliminate discrimination against those who administratively or judicially complain about their employer, as a means of limiting possible reprisals that such a procedure could give rise to.

If we intend to build a modern nation, we have to adapt and keep up with the demands of modernity.

So be it:

The National Assembly decrees, under the terms of the nea b) of article 97 of the Constitution, the following:

Article 1

Approval of the Labor Code

The Labor Code is approved, which is published as an annex to this Law and which forms an integral part of it, three annexes of model service and work contracts, as well as an annex with the list of the worst forms of child labor.

Article 2

Autonomous Region of Príncipe

1. In the Autonomous Region of Príncipe, other holidays may be established in accordance with its traditions, in addition to those set out in the Labor Code,

namely the day of the City of Santo António, already considered by previous law.

2. The Region may also regulate other labor matters of specific interest, in general terms.

Article 3
Officials and administrative agents

1. Without prejudice to the provisions of special legislation, the following provisions of the Labor Code are applicable to the legal relationship of public employment that confers the status of employee or agent of the Public Administration, with the necessary adaptations:

a) Articles relating to equality and non-discrimination;

b) Those relating to the protection of maternity and paternity;

c) Articles on the constitution of workers' committees;

d) Articles on the right to strike.

2. The provisions of this Code on the prohibition of sexual harassment in the place of employment and on safety, hygiene, and health at work.

3. With regard to the special rules for the application over time of standards relating to the employment contract, the regime established in the Code does not apply to the content of situations constituted or initiated before its entry into force, relating to the trial period, to prescription and expiry periods and procedures for applying sanctions, as well as for terminating the employment contract.

Article 4
Final and transitional provisions

1. Until new legislation is published on the subject in the field of labor relations arising from domestic, port and on-board employment contracts, the situations provided for in this Code shall apply with the necessary adaptations.

2. By Decree-Law, the Government defines, after consulting the social partners in advance, the procedure for the coercive collection of debts by Social Security and the rate of the extraordinary solidarity contribution on Social Security pensions.

Article 5
Revocation

Laws 4/1992, 5/1992, 6/1992 and 14/2007, as well as the diplomas relating to the matters provided for in this Law, are repealed , after their entry into force.

Article 6
Entry into force

This Law comes into force 90 days after its publication.

National Assembly, in São Tomé, on August 31, 2018. - The President of the National Assembly, *José da Graça Diogo.*

Enacted on November 16, 2018

Public-self.-

The President of the Republic, *Evaristo do Espírito Santo Carvalho.*

ANNEX
LABOR CODE

CHAPTER I
General Provisions

SECTION I
Employment Contract

SUBSECTION I
Concept and scope

Article 1
Sources of labor law

The sources of labor law are the Constitution of the Republic of São Tomé, the Conventions of the International Labor Organization ratified by the country, other ordinary laws of the Republic inherent to labor matters, collective labor conventions, orders issued by the authority responsible for labor administration, within the competence assigned to it by law.

Article 2
Employment contract concept

An employment contract is one by which a person undertakes, for remuneration, to provide their intellectual or manual activity to another person or other persons, under their authority and direction.

Article 3
Special regimes

To employment contracts with a special regime, the general rules of this Code apply, which are not incompatible with the specificities of these contracts.

Article 4
Presumption

It is assumed that there is an employment contract whenever the provider is dependent on and inserted in the organizational structure of the beneficiary of the activity and performs the service under the latter's orders, direction and supervision, for remuneration.

Article 5
Other causes of presumption

It is also presumed that the parties have entered into an employment contract whenever:

a) The work is carried out in the company benefiting from the activity or in a location controlled by it, respecting a previously defined schedule;

b) The work provider is remunerated according to the time spent carrying out the activity or is in a situation of economic dependence on the beneficiary of the activity;

c) The work instruments are essentially provided by the beneficiary of the activity or by someone indicated by him.

Article 6
Similar contracts

Contracts that have as their object the provision of work, without subordination, are subject to the regime defined in this Code, namely regarding personality rights, equality and non-discrimination and safety, hygiene and health at work. jury-

tip, whenever the worker must consider himself to be economically dependent on the beneficiary of the activity.

Article 7
Rules applicable to employment contracts and their hierarchy

1. Employment contracts are subject, in particular, according to the hierarchy established in this Code, to the provisions of article 1.

2. As long as they do not contradict the standards indicated in the previous paragraph and are not contrary to the principles of good faith, the uses of professions and companies are acceptable.

CHAPTER II
Personal Rights

SECTION I
Personality Rights

Article 8
Freedom of expression and opinion

Within the company, freedom of expression and dissemination of thoughts and opinions is recognized, with respect for the personality rights of the worker and employer, including the natural persons who represent them, and the normal functioning of the company.

Article 9
Reservation of the intimacy of private life

1. The employer and the employee must respect the personality rights of the counterparty, and it is their responsibility, in particular, to maintain reservations regarding the intimacy of their private life.

2. The right to reserve the privacy of private life covers both access and disclosure of aspects relating to the intimate and personal sphere of the parties, namely related to family, emotional and sexual life, the state of health and political and religious convictions.

Article 10
Protection of personal data

1. The employer may not require the job candidate or employee to provide information relating to their private life, except when this is strictly necessary and relevant to assess their ability to carry out the contract.

work agreement and the respective reasons are provided in writing.

2. The employer may not require the job candidate or employee to provide information regarding their health or pregnancy status, except when particular requirements inherent to the nature of the professional activity justify it and the respective reasons are provided in writing.

3. The information provided for in the previous paragraph is provided to the doctor who can only communicate to the employer whether or not the worker is able to carry out the activity, unless the employer has written authorization.

4. Job seekers or workers who have provided personal information enjoy the right to control their personal data, being able to become aware of their content and the purposes for which they are intended, as well as demand their rectification and updating. -zation.

5. The files and computer access used by the employer to process job candidate or employee data are subject to legislation relating to the protection of personal data.

Article 11
Physical and moral integrity

The employer, including the natural persons who represent him, and the worker enjoy the right to their respective physical and moral integrity.

Article 12
Medical tests and exams

1. In addition to the situations provided for in legislation relating to safety, hygiene and security at work, the employer may not, for the purposes of admission or permanence in employment, require the candidate or worker to carry out or present tests or medical examinations , of any nature, to prove physical or psychological conditions, except when the purpose of these is the protection and safety of the worker or third party, or when particular demands inherent to the activity justify it, and in any case it must be provided by writing to the job candidate or worker the respective reasons.

2. The employer may not, under any circumstances, require a job applicant or worker to carrying out or presenting pregnancy tests or examinations.

3. The doctor responsible for the medical test and examinations can only communicate to the employer whether or not the worker is fit to carry out the activity, unless the employer has written authorization.

Article 13
Remote surveillance means

1. The employer cannot use means of surveillance in the workplace, through the use of technological equipment, with the purpose of controlling the worker's professional performance.

2. The use of the equipment identified in the previous number is lawful whenever its purpose is the protection and safety of people and property or when particular requirements inherent to the nature of the activity justify it.

3. In the cases provided for in the previous paragraph, the employer must inform the worker about the existence and purpose of the surveillance means used.

Article 14
Confidentiality of messages and access to information

1. The employee enjoys the right to reservation and confidentiality regarding the content of messages of a personal nature and access to information of a non-professional nature that he sends, receives or consults, by any means of communication, including electronic mail.

2. The provisions of the previous paragraph do not affect the employer's power to establish rules for the use of means of communication in the company, namely electronic mail.

SUBSECTION I
Equality and non-discrimination

Article 15
Concept of discrimination

Discrimination is understood as any distinction, exclusion or preference based on race, color, sex, religion, political opinion, ancestry or social origin that has the effect of destroying or altering equality of opportunity or of treatment in matters of employment or profession.

Article 16
Right to equal access to employment and work

1. All workers have the right to equal opportunities and treatment with regard to access to employment, professional training and promotion and working conditions.

2. No worker or job candidate may be privileged, benefited, harmed, deprived of any right or exempt from any duty due to, in particular, ancestry and social origin, race, color, age, sex, sexual orientation, status civil status, family situation, genetic heritage, reduced work capacity, disability, chronic illness, nationality, ethnic origin, religion, political or ideological beliefs and trade union membership.

Article 17
Prohibition of discrimination

1. The employer is expressly prohibited from practicing any discrimination, direct or indirect, based, in particular, on ancestry and social origin, race, color, age, sex, sexual orientation, marital status, family situation, genetic heritage, capacity reduced working hours, disability or chronic illness, nationality, ethnic origin, religion, political or ideological beliefs and trade union membership.

2. The worker or worker organizations who consider themselves discriminated against must allege the discrimination, which must be substantiated, indicating the worker or workers in relation to whom they consider themselves discriminated against, with the employer being responsible for proving that the differences in working conditions work are not based on any of the factors indicated in no. 1.

Article 18
Harassment

1. Harassment is understood as any undesirable behavior related to one of the factors indicated in no. 1 of the previous article, practiced when accessing employment or in the job itself, work or professional training, with the aim or the effect of affecting a person's dignity or creating an intimidating, hostile, degrading, humiliating or destabilizing environment.

2. In particular, harassment constitutes any unwanted behavior of a sexual nature, in verbal, non-verbal or physical form, with the objective or effect referred to in the previous paragraph.

3. Sexual harassment of job applicants and workers worker constitutes one of the forms of discrimination.

Article 19
Positive action measures

Concretely defined temporary measures of a legislative nature that benefit certain disadvantaged groups, particularly on the basis of sex, reduced work capacity, disability or chronic illness, nationality or ethnic origin, with the aim of guaranteeing the exercise, under conditions of equality, of the rights provided for in this Code and to correct a factual situation of inequality that persists in social life.

Article 20
Compensation obligation

Without prejudice to the provisions of this subsection, the practice of any discriminatory act harmful to a worker or job candidate gives him the right to compensation for pecuniary and non-pecuniary damage, under the general terms of law.

SUBSECTION II
Equality between Men and Women

Article 21
Access to employment, professional activity and training

1. Any exclusion or restriction of access of a job candidate or worker based on their sex to any type of professional activity or to the training required to access that activity constitutes discrimination based on sex.

2. Job vacancy notices and other forms of advertising linked to pre-selection and recruitment cannot contain, directly or indirectly, any restriction, specification or preference based on sex.

Article 22
Working conditions

1. Equal working conditions are ensured, particularly regarding remuneration, between workers of both sexes.

2. Differences in pay do not constitute discrimination if they are based on objective criteria, common to men and women, and are admissible, namely

mind, distinctions based on the merit, productivity, attendance or seniority of workers.

3. Task description and job evaluation systems must be based on objective criteria common to men and women, in order to exclude any discrimination based on sex.

Article 23.º
Professional career

All workers, regardless of their sex, have the right to the full development of their professional career.

Article 24
Protection of genetic heritage

1. Work that is considered, by regulation in special legislation, likely to pose risks to the genetic heritage of the worker or his descendants is prohibited or restricted.

2. The legal provisions provided for in the previous paragraph must be reviewed periodically, depending on scientific and technical knowledge and, in accordance with this knowledge, be updated, revoked or extended to all workers.

3. Violation of the provisions of paragraph 1 of this article entitles the worker to compensation for material and non-material damage, under the general terms of law.

SECTION II
Provision of Work

Article 25
General principle

The conditions under which work is provided must favor the compatibility of the worker's professional life with the worker's family life, as well as ensuring compliance with applicable standards in terms of safety, hygiene and health at work.

SECTION III
Workplace

Article 26
Concept

1. Workplace is where the worker exercises its provision.

2. The worker must, in principle, perform his work at the contractually defined workplace, without prejudice to the exceptions provided for in this Code.

3. The worker is restricted to travel inherent to his/her duties or essential to his/her professional training.

SUBSECTION I
Duration and Organization of Working Time

Article 27.º
Working time concept

Working time is considered to be any period of time during which the worker is performing the activity or remains restricted to performing the service, as well as the intervals provided for in the following article.

Article 28
Interruptions and breaks

The following are considered to be understood during working time:

a) Work interruptions as such considered in a collective labor regulation instrument, in the company's internal regulations or resulting from the company's repeated uses;

b) Occasional interruptions in the daily work period, whether inherent to the satisfaction of the worker's urgent personal needs or those resulting from the employer's consent;

c) Work interruptions dictated by technical reasons, namely cleaning, maintenance or adjustment of equipment, changing production programs, loading or unloading of goods, lack of raw materials or energy, or climatic factors that affect the activity of the company, or for economic reasons

problems, namely a decrease in orders;

d) Meal breaks during which the worker must remain in or near their usual work space, restricted to performing the work, in order to be called upon to perform normal work if necessary;

e) Interruptions or breaks in working periods imposed by special standards of safety, hygiene and health at work.

Article 29
Rest period

A rest period is understood to be anyone who not be work time.

Article 30
Normal working period

The working time that the worker is obliged to perform, measured in number of hours per day and per week, is called "normal working period".

Article 31
Working hours

1. Working hours are defined as determining the start and end times of the normal daily working period, as well as rest breaks.

2. The working schedule delimits the daily and weekly working period.

3. The beginning and end of the daily work period may occur on consecutive calendar days.

SUBSECTION II
Duration of work

Article 32
Working time

1. The normal working period is established by agreement of the parties, collective labor agreement or internal company regulations within the maximum limits permitted by law.

2. Local usage and customs are applicable in determining the normal working period, as long as they are not contrary to the mandatory norms of the law or collective labor agreements.

Article 33
Rest intervals

1. The daily working period is interrupted by an interval lasting no less than one hour and no more than two hours, so that workers do not perform more than five hours of consecutive work.

2. It may be authorized, by order of the authority responsible for labor administration, or established by collective agreement, the exemption or reduction to 30 minutes of the rest interval, when this is more favorable to the interests of workers or if justify the particular working conditions of certain activities.

3. In the cases referred to in the previous paragraph, the normal daily working period cannot exceed seven hours.

Article 34
Working hours

1. The employer is responsible for establishing the working hours of the employees at his service, within legal constraints.

2. Working hours are understood as determining the start and end times of the normal daily working period, as well as rest breaks.

3. Workers must occupy their jobs at the beginning of the normal working period and must only consider their work finished at the time set for its end.

Article 35
Special criteria for organizing schedules work

1. When organizing working hours, the employer must make it easier for workers to attend school courses, especially technical or professional training courses.

2. The employer must adopt for workers with reduced working capacity the working hours that are most appropriate to the limitations that the reduced capacity implies.

3. The organization of working hours must also be carried out in the following terms:

a) The requirements for protecting the safety and health of workers are a priority;

b) Working hours cannot be unilaterally changed;

c) All changes to the organization of working times require prior information and consultation with the legal representatives of the workers and must be posted in the company at least one week in advance, and communicated to the Labor Inspectorate;

d) Changes that imply increased expenses for workers confer the right to economic compensation;

e) If there are workers belonging to the same household, the organization of working time always takes this fact into account.

Article 36
Exemption from working hours

1. When the nature of the functions assigned to the worker so requires, the employer may be exempted from observing, in relation to him, working hours and the maximum limit of the normal daily working period by order of the authority responsible for administration of work.

2. Exemption from working hours does not affect the right to weekly rest, any additional rest and mandatory holidays.

3. The special remuneration is agreed between the parties, but cannot be less than 20% of the monthly base remuneration.

Article 37
Operating period

1. Operating period is understood as the daily period of time in which establishments can carry out their activity.

2. The period of operation of establishments selling to the public is called “opening period”.
days».

3. The period of operation of the establishments industries is called the “working period”.

SUBSECTION III
Capacity

Article 38
Capacity of the parties

The ability to enter into employment contracts is regulated under the general terms of law and the provisions of this Code.

SECTION IV
Contract Formation

Article 39
Fault in the formation of the contract

Whoever negotiates with others to conclude an employment contract must, both in the preliminary stages and in its formation, proceed in accordance with the rules of good faith, under penalty of being liable for damages negligently caused.

Article 40
Employment contract promise

1. The promise of an employment contract is only valid if it is contained in a document which expresses, in unequivocal terms, the intention of the promisor or promisors to undertake to conclude the definitive contract, the type of work to be performed and the respective remuneration.

2. Failure to fulfill the promise in the employment contract gives rise to liability under the general terms of law.

Article 41
Membership employment contract

1. The contractual will may be expressed, on the part of the employer, through internal company regulations and, on the part of the employee, by express or tacit adherence to said regulations.

2. The employee's adhesion is presumed when he does not object in writing within 21 days, counting from the beginning of the contract execution or the publication of the regulations, whichever is later.

Article 42
General contractual clauses

The regime of general contractual clauses applies to essential aspects of the employment contract in which there has not been prior individual negotiation, even

in the part in which its content is determined by reference to clauses of collective labor regulation instruments.

Article 43
Other rules applicable to employment contracts

1. Employment contracts are subject to the principles established in articles 1 and 7 of this code, without prejudice to labor regulation standards that may be published.

2. The application of local uses and customs follows the provisions of paragraph 2 of article 7.

Article 44
Prevalence in the application of standards

Superior sources of law always prevail over inferior sources, except where the latter, without opposition from the former, establish more favorable treatment for the worker.

SECTION V
Purpose of the Contract

Article 45
Object of the employment contract

1. It is up to the parties to define the activity for which the worker is hired.

2. The definition referred to in the previous paragraph can be made by reference to a category contained in the applicable collective labor regulation instrument or internal company regulations.

3. When the nature of the activity for which the worker is hired involves the practice of legal business, the employment contract implies the granting of the necessary powers to the employee, except in cases where the law expressly requires a special instrument.

Article 46
Technical autonomy

Subjection to the authority and direction of the employer, by virtue of the conclusion of an employment contract, it does not affect the technical autonomy inherent to the activity for which the worker was hired, in accordance with the applicable legal or ethical rules.

Article 47
Professional card

1. Whenever the exercise of a certain activity is legally conditioned on the possession of a professional license or title with equivalent legal value, its lack determines the nullity of the contract.

2. If after the conclusion of the contract, by decision that no longer admits appeal, the professional card or title with equivalent legal value is withdrawn from the worker, the contract will expire as soon as the parties are notified of this by the competent entity. -you.

3. The provisions of the previous paragraphs do not affect the application of other sanctions provided for by law.

SECTION VI
Invalidity of the Employment Contract

Article 48
Partial invalidity of the contract

1. Nullity or partial annulment does not determine the invalidity of the entire employment contract, except when it is shown that it would not have been concluded without the defective part.

2. Clauses of the employment contract that violate mandatory standards are considered to be replaced by these.

Article 49
Effects of contract invalidity

1. An employment contract declared null or annulled takes effect as if it were valid in relation to the time during which it was in effect.

2. The provisions of the previous paragraph apply to invalid amending acts of the employment contract, as long as they do not affect the worker's guarantees.

Article 50
Invalidity and termination of the contract

1. The rules on termination of the contract apply to termination events that occurred before the declaration of nullity or annulment of the employment contract.

2. If, however, the contract signed for a fixed term and already terminated is declared null or annulled, the compensation to be paid is limited to the amount established in the

articles 325 and following, for unlawful dismissal or termination without prior notice.

3. When the invalidity is invoked by the party in bad faith, while the other party is in good faith, followed by immediate cessation of work, the compensation regime provided for in numbers 2 to 6 of article 319 applies. .º or in article 325.º for unlawful dismissal or for termination without notice, as the case may be.

4. Bad faith consists of concluding a contract or maintaining it with knowledge of the cause of invalidity.

Article 51
Contract with an object or purpose contrary to the law, public order or good customs

1. If the object or purpose of the contract is an activity that is contrary to the law, public order or offensive to good customs, the party who was aware of the illegality loses in favor of the National Social Security Institute all benefits obtained arising from the contract of work.

2. The party that was aware of the illegality cannot exempt itself from fulfilling any contractual or legal obligation, nor recover what it provided or its value, when the other party ignores this illegality.

Article 52
Contract validation

1. If the cause of invalidity ceases during the execution of the contract, it is considered validated from the beginning.

2. The provisions of the previous paragraph do not apply to the contracts referred to in the previous article, in relation to which validation only takes effect from the moment the cause of invalidity ceases.

SUBSECTION I
Information

Article 53
Duty of information

1. The employer has the duty to inform the worker about relevant aspects of the employment contract.

2. The worker has the duty to inform the employer about aspects relevant to the performance of the work activity.

Article 54
Object of the information duty

1. The employer must provide the employee with essentially the following information regarding the employment contract:

a) The respective identification, namely, being a company, the existence of a corporate coalition relationship;

b) The place of work, as well as the employer's headquarters or domicile;

c) The category of the worker and the summary characterization of its content;

d) The date of conclusion of the contract and the date on which its effects begin;

e) The foreseeable duration of the contract if it is extended way to resolve the issue;

f) The duration of the vacation;

g) The notice periods to be observed by the employer and the employee for the termination of the contract;

h) The value and frequency of remuneration;

i) The normal daily and weekly working period, specifying the cases in which it is defined in average terms;

j) The instrument of collective regulation of applicable work, when applicable.

2. The employer must also provide the employee with information regarding other rights and duties arising from the employment contract.

3. Information on the elements referred to in subparagraphs f), g), h) and i) of paragraph 1 may be replaced by reference to the relevant provisions of the law, the applicable collective labor regulation instrument or regulation internal company.

Article 55
Information medium

1. The information provided for in the previous article must be provided in writing, and may consist of a single or several documents, which must be signed by the employer.

2. When information is provided through more than one document, at least one of them must contain the elements referred to in paragraphs a), b), c), d), h) and i) of paragraph 1 of the article previous.

3. The duty prescribed in paragraph 1 of the previous article is considered fulfilled when, if the employment contract is reduced to writing, or if a promissory contract of employment is signed, it contains the information elements concerned.

4. The documents referred to in the previous paragraphs must be delivered to the worker at the beginning of the contract execution.

5. The obligation established in the previous paragraph must be observed even if the employment contract ends before 30 days have elapsed.

Article 56
Information regarding the provision of work abroad

1. If the employee, whose employment contract is regulated by São Tomé law, carries out his activity in the territory of another State, for a period exceeding one month, the employer must provide him, in writing in Portuguese and until the upon departure, the following additional information:

a) Expected duration of the period of work to be carried out abroad;

b) Currency in which remuneration is made and respective place of payment;

c) Conditions for possible repatriation;

d) Access to healthcare.

2. The information referred to in subparagraphs b) and c) of the previous paragraph may be replaced by reference to legal provisions, collective labor regulation instruments or internal company regulations that establish the matters referred to therein.

3. A portion of the monthly salary of not less than one third must be deposited, at the employee's request, in the worker's country of origin.

4. A copy of the contract must be sent to the sector responsible for the work up to 15 days before the worker's departure.

Article 57
Information about changes

1. If there is a change in any of the elements referred to in no. 1 of article 54 and no. 1 of the previous article, the employer must communicate this fact to the worker, in writing, within 30 days subsequent to the date on which the change takes effect.

2. The provisions of the previous number are not applicable when the change results from the law, the applicable collective labor regulation instrument or the company's internal regulations.

3. The worker must provide the employer with information about all changes relevant to the provision of work activities, within the period set out in paragraph 1.

SUBSECTION II
Contract Form

Article 58
General rule

The entire employment contract must preferably be reduced to written form, with one copy with the employer, one with the worker, and the employer obliged to send a copy of the same to the Ministry in charge of the Labor area within the first 15 days after the employee begins providing the activity.

Article 59
Exceptions

1. Except in cases where the law provides otherwise, the employment contract may be concluded orally and proven by any means of evidence permitted by law.

2. Either party can always demand that the contract be reduced to writing, in which case it must be done in triplicate and contain the following information:

a) Identification of the employer and worker, identifying their professional category;

b) Place of work;

c) Amount of the basic remuneration and any other regular and periodic payments in addition to that;

d) Daily and weekly duration of work;

e) Duration of annual leave;

f) Payment in kind that has been agreed and the value that is affixed to it, as well as the rules adjusted in the allocation of accommodation to the worker and the obligations assumed by the latter to return it in the event of termination of the contract of work;

g) Any other specific conditions agreed between the parties;

h) Place and date of conclusion of the contract.

3. Written contracts are signed by the employer or his duly accredited representative, and by the worker.

4. If signature is not possible, the consent of either party is provided, with the competent authority or before two witnesses, by affixing a fingerprint.

5. The lack of a written contract is always attributable to the employer, with the burden of proving that the employee never worked for him.

Article 60
Written form

1. They are subject to written form, namely:

a) Promissory employment contract;

b) Fixed-term employment contract;

c) Employment contract with a foreign worker, unless otherwise provided by law;

d) Employment contract with a plurality of employers;

e) Service commission employment contract;

f) Contract for the occasional assignment of workers-res.

2. All contracts that require a written form must contain the identification and signature of the parties.

SUBSECTION III
Condition and Term

Article 61
Suspensive condition and term

1. Suspensive conditions or terms may be attached to the employment contract in writing, in accordance with the general terms of law.

2. It is prohibited to add a resolutive condition to the employment contract.

Article 62
Resolution term

The provisions of the following articles apply to the employment contract subject to a resolutive term, which may be removed or modified by collective labor regulation instrument.

Article 63
Conditions for concluding a fixed-term contract

1. A fixed-term employment contract may only be signed to satisfy the company's temporary needs and for the period strictly necessary to satisfy those needs.

2. The following are considered, in particular, the company's temporary needs:

a) Direct or indirect replacement of a worker who is absent or who, for any reason, is temporarily prevented from providing service;

b) Direct or indirect replacement of a worker for whom an action to assess the legality of the dismissal is pending in court;

c) Direct or indirect replacement of a worker on unpaid leave;

d) Replacement of a full-time worker who begins to work part-time for a specified period;

e) Seasonal activities or other activities whose annual production cycle presents irregularities arising from the structural nature of the respective market, including the supply of raw materials;

f) Exceptional increase in company activity socket;

g) Execution of an occasional task or specific service that was precisely defined and did not last long;

h) Execution of a work, project or other defined and temporary activity, including the execution, direction and supervision of civil construction work, public works, industrial assemblies and repairs, on a contract basis or in direct administration , including the respective projects and other complementary control and monitoring activities.

3. In addition to the situations set out in paragraph 1, it may be signed a fixed-term contract in the following case:

a) Launch of a new activity of uncertain duration;

b) As well as the start of operation of a company or establishment.

Article 64
Justification of the term

1. Proving the facts that justify the conclusion of a fixed-term contract is the responsibility of the employer.

2. An employment contract in which the stipulation of the accessory clause is intended to circumvent the provisions that regulate the open-ended contract or one concluded outside the cases provided for in the previous article is considered to be without term.

Article 65
Formalities

1. The fixed-term employment contract must contain the following information:

a) Name or denomination and domicile or headquarters of the contractors;

b) Professional category or adjusted functions; and

c) Location and normal working hours;

d) Start date of work;

e) Indication of the stipulated term and the respective justifying reason;

f) Date of conclusion of the contract and, if certain, of its termination.

2. In the absence of the reference required by paragraph d) of the previous paragraph, the contract is considered to begin on the date of its conclusion.

3. For the purposes of paragraph e) of paragraph 1, the indication of the justifying reason for affixing the term must be made by expressly mentioning the facts that comprise it, and the relationship must be established between the justification invoked and the stipulated term.

4. A contract that lacks the written form, the signature of the parties, the name or denomination, or, simultaneously, the dates of the conclusion of the contract and the start of work, as well as one in which the references required in paragraph e) of paragraph 1 are omitted or insufficient.

Article 66
Successive contracts

1. The termination, for reasons not attributable to the worker, of a fixed-term employment contract prevents new admission to the same job on a fixed-term basis, before a period of time equivalent to one third of the duration of the contract has elapsed, including the its renovations.

2. The provisions of the previous paragraph are not applicable in the following cases:

a) New absence of the replaced worker, when the fixed-term employment contract has been signed for his/her replacement;

b) Exceptional increases in the company's activity, after the termination of the contract;

c) Seasonal activities.

3. A contract concluded between the same parties in violation of the provisions of paragraph 1 is considered to have no end, with all the working time worked for the employer in fulfillment of successive contracts counting towards the employee's seniority.

Article 67
Information

1. The employer must communicate, within a maximum period of five working days, to the workers' committee and, in the case of an employee affiliated with a trade union association, to the respective representative structure of the celebration, indicating the respective legal basis, and the termination of the fixed-term contract.

2. The employer must communicate, quarterly, to the General Labor Inspectorate the elements referred to in the previous paragraph.

3. The employer must communicate, within a maximum period of five working days, to the entity that has competence in the area of equal opportunities between men and women the reason for not renewing a fixed-term employment contract whenever a pregnant worker is involved, postpartum or breastfeeding.

4. The employer must post information regarding the existence of permanent jobs available in the company.

Article 68
Social obligations

The employee hired on a fixed-term basis is included, according to a calculation made using the average of the previous calendar year, in the total number of employees of the company to determine the social obligations related to the number of employees employed.

Article 69
Obligation to communicate jobs

1. Any employer who has vacancies to be filled, regardless of the sector of activity, is obliged to communicate monthly to the Ministry responsible for the Labor area the existence of

same.

2. Failure to comply with the provisions of the previous number will result in the employer being subject to sanctions provided for in the terms of this Code.

Article 70
Preference in admission

1. Up to 30 days after the termination of the contract, the worker has, under equal conditions, preference in concluding an open-ended contract, whenever the employer recruits externally to perform functions identical to those for who was hired.

2. Violation of the provisions of the previous paragraph obliges the employer to compensate the worker in the amount corresponding to three months of basic remuneration.

3. It is up to the worker to allege a violation of the preference provided for in paragraph 1 and the employer to prove compliance with the provisions of this provision.

Article 71
Equal treatment

A fixed-term worker has the same rights and is subject to the same duties as a permanent worker in a comparable situation, unless objective reasons justify different treatment.

Article 72
Professional training

1. The employer must provide professional training to the fixed-term employee whenever the duration of the contract, initial or with renewals, exceeds six months.

2. Training must meet the following limits:

a) If the contract lasts less than one year, the training corresponds to a number of hours equal to 1% of the normal working period;

b) If the contract lasts between one and three years, the training corresponds to a number of hours equal to 2% of the normal working period;

c) If the contract lasts more than three years, the training corresponds to a number of hours equal to 3% of the normal working period.

3. The area in which vocational training is provided may be established by agreement and, failing this, it is determined by the employer.

4. Being established by the employer, the training area must coincide or be related to the activity carried out by the worker under the terms of the contract.

5. Failure to comply with the provisions of paragraphs 1 and 2 entitles the worker to a credit corresponding to the value of the training that should have been carried out.

Article 73
State participation

The State partially compensates, with subsidies, tax benefits or other benefits under conditions to be established, the expenses that employers make with the training or professional development of workers looking for their first job.

Article 74
Special rules relating to fixed-term contracts

1. The general rules for termination of the contract apply to the fixed-term employment contract, with the changes set out in the following number.

2. If the dismissal is declared unlawful, the employer is condemned:

a) In the payment of compensation for losses caused, the worker must not receive compensation less than the amount corresponding to the value of the remuneration that he no longer received from the date of dismissal until the certain or uncertain term of the contract, or until the final decision of the court if that term occurs later;

b) In the reinstatement of the worker, without prejudice to his category, if the term occurs after the court's decision has become final.

SUBSECTION IV
Fixed-term employment contract

Article 75
Contract duration

1. The fixed-term contract lasts for the agreed period, and cannot exceed two years, including renewals, nor be renewed more than twice, without prejudice to the provisions of the following number.

2. After the two-year period has elapsed or the maximum number of renewals referred to in the previous number has been reached, the contract may, however, be subject to plus one renewal as long as the respective duration is not less than one nor more than three years.

3. The maximum duration of the fixed-term contract, including renewals, cannot exceed two years in the following cases:

a) When there is the launch of a new activity of uncertain duration, as well as the start of operation of a company or establishment;

b) When the employer hires workers looking for their first job or long-term unemployed people or in other situations provided for in special legislation designed to promote the employment policy.

Article 76
Renewal by agreement of the parties

1. By agreement of the parties, the fixed-term contract may not be subject to renewal.

2. The contract is considered renewed for an equal period if at the end of the stipulated term, there is no express declaration from the parties to the contrary.

3. The renewal of the contract is subject to verification of the material requirements for its conclusion, as well as the formal requirements if a different deadline is stipulated.

4. A contract whose renewal has been carried out in disregard of the assumptions indicated in the previous paragraph is considered to have no end.

5. The only contract is considered to be one that is subject to renewal.

Article 77
Early termination of the employment contract
right term

1. If the employer terminates a fixed-term employment contract without just cause before the term has elapsed, he or she shall pay the employee, as compensation, the amount of remuneration that would be due to him up to that term and in the case of the contract being term lasting less than one year, which can never be less than six months' salary.

2. The worker may terminate the fixed-term employment contract without just cause by giving 15 days' notice, if the duration of the contract is up to six

months or 30 days if its duration is one year or more or 60 days if it lasts up to three years.

3. The provisions of this Code relating to non-compliance with the missing notice period apply to non-compliance with the notice period.

Article 78
Termless contract

The contract is considered to have no end if the maximum duration periods or the number of renewals referred to in paragraph 1 of article 75 are exceeded, counting the employee's seniority from the beginning of the provision of work.

Article 79
Term stipulation of less than six months

1. The contract can only be concluded for a period of less than six months in the situations provided for in subparagraphs a) to g) of paragraph 2 of article 63.

2. In cases where the contract is permitted for a period of less than six months, its duration cannot be shorter than that foreseen for the task or service to be performed.

3. Whenever there is a violation of the provisions of paragraph 1, the contract is considered concluded for a period of six months.

SUBSECTION V
Uncertain Term Employment Contract

Article 80
Admissibility

The conclusion of an employment contract for an uncertain term is only permitted in the situations set out in paragraphs a), b), c), e), f), g) and h) of paragraph 2 of article 63.

Article 81
Duration

The employment contract for an uncertain term lasts for as long as necessary to replace the absent worker or to complete the activity, task, work or project whose execution justifies the celebration.

Article 82
Contract without term due to legal imposition

1. An employee who continues to perform his or her activity after the date on which the complaint takes effect or, in the absence of this, 15 days after the conclusion of the activity, service, work or project, is considered to be hired without a fixed term. has been hired or the return of the replaced worker or the termination of his contract.

2. In the situation referred to in the previous paragraph, the employee's seniority is counted from the beginning of the work.

Article 83
Expiration of the contract for an uncertain term

1. The contract expires when, foreseeing the occurrence of an uncertain term, the employer informs the employee of its termination, at least seven, 30 or 60 days in advance, depending on whether the contract lasted up to six months, of six months to one year or up to two years or longer period.

2. In the case of situations referred to in subparagraphs e) and h) of paragraph 2 of article 63, which give rise to the hiring of several workers, the communication referred to in the previous paragraph must be made, successively, to starting from the verification of the gradual decrease in their occupation, as a result of the normal reduction of the activity, task or work for which they were hired.

3. Failure to provide the communication referred to in paragraph 1 implies that the employer must pay the remuneration corresponding to the missed notice period.

4. Termination of the contract gives the worker the right to compensation calculated in accordance with paragraph 2 of the previous article, but which can never be less than six months' base salary.

SECTION VII
Collective Contract

Article 84
Collective regulation instruments work

1. Collective regulation instruments for work can be negotiable or non-negotiable.

2. The negotiated collective labor regulation instruments are the collective agreement, the membership agreement and the voluntary arbitration decision.

3. Collective agreements may be:

a) Collective contracts — agreements concluded between trade unions and employers' associations;

b) Collective agreements — agreements concluded by trade union associations and a plurality of employers for different companies;

c) Company agreements — conventions signed by trade union associations and an employer for a company or establishment.

4. The non-negotiable collective labor regulation instruments are extension regulations, minimum conditions regulations and mandatory arbitration decisions.

Article 85
Subsidiarity

Non-negotiable collective labor regulation instruments can only be issued in the absence of negotiated collective labor regulation instruments, except in the case of mandatory arbitration.

Article 86
Most favorable treatment principle

1. The rules of this Code may, without prejudice to the provisions of the following paragraph, be set aside by collective labor regulation instrument, unless otherwise stated.

2. The leave permission referred to in the previous paragraph has no application with regard to the rules of this Code if it is a regulation of minimum conditions.

3. The rules of this Code can only be departed from by an employment contract when it establishes more favorable conditions for the worker and if the contrary does not result.

Article 87
Application of provisions

1. Whenever a provision of this Code determines that it can be removed by instruments collective labor regulation, it is understood that this cannot be done through a clause in the employment contract.

2. The standards contained in this Code also apply to apprentices and interns placed under the authority of an employer.

Article 88
Law applicable to the employment contract

1. The employment contract is governed by the provisions set out in this Code.

2. In omitted cases, the employment contract is regulated by the law of the State with which the citizen has a closer connection.

3. In determining the closest connection, in addition to other circumstances, the law of the State in which the worker, in fulfillment of the contract, habitually performs his work is taken into account, even if he is temporarily carrying out his activity in another State, unless in this case the treatment is more favorable to you.

SECTION VIII
Freedom of Freedom Clauses
Work

Article 89
Non-compete pact

1. The clauses of employment contracts and collective labor regulation instrument that, in any way, may harm the exercise of freedom of work, after the termination of the contract.

2. However, a clause limiting the worker's activity to a maximum period of six months following the termination of the employment contract is lawful if the following conditions cumulatively occur:

a) Include such a clause, in writing, in the employment contract or termination agreement thereof;

b) It is an activity whose exercise may actually cause harm to the worker;

c) Award the worker with compensation during the period of limitation of his activity, which may suffer an equitable reduction when the

employer has spent large sums on your professional training.

3. In the event of dismissal declared unlawful or terminated with just cause by the employee based on an unlawful act by the employer, the amount referred to in subparagraph c) of the previous paragraph is increased to the equivalent of the basic remuneration due at the time of termination of employment. contract, otherwise the non-compete clause cannot be invoked.

4. The amounts received by the worker in the exercise of any professional activity initiated after the termination of the employment contract are deducted from the amount of compensation referred to in the previous paragraph, up to the amount fixed under the terms of paragraph c) of paragraph 2.

5. In the case of an employee engaged in activities whose nature presupposes a special relationship of trust or with access to particularly sensitive information in terms of competition, the limitation referred to in paragraph 2 may be extended for up to 18 months.

Article 90
Permanence pact

1. The clause by which the parties agree, without reducing remuneration, the obligation to provide service for a certain period not exceeding one year, as compensation for extraordinary expenses proven to be incurred by the employer in professional training, is lawful. of the worker, who may release himself by reimbursing the sum of the amounts spent.

2. If the employee terminates the employment contract with just cause or when the dismissal has been declared unlawful and the employee does not opt for reinstatement, there is no obligation to refund the sums referred to in the previous paragraph.

Article 91
Limitation of freedom of work

Any agreements between employers to limit the admission of workers who have provided services to them are prohibited.

SECTION IX
Trial Period

Article 92
Notion

1. The trial period corresponds to the initial period of execution of the contract and its duration follows that set out in the following articles, unless otherwise agreed in writing, there is always a trial period in employment contracts.

2. The parties must, during the experimental period, act in a way that allows the interest in maintaining the employment contract to be assessed.

3. The employee's seniority is counted from the beginning of the trial period.

Article 93
Complaint

1. During the trial period, either party may terminate the contract without prior notice or the need to invoke just cause, with no right to any compensation, unless otherwise agreed in writing.

2. If the trial period lasts more than 60 days, to terminate the contract under the terms set out in the previous paragraph, the employer must notify the employee by giving 15 days' notice.

Article 94
Trial Period Count

1. The trial period begins to run from the start of the employee's provision of services, comprising training activities provided by the employer or attended as determined by the employer, as long as they do not exceed half of the trial period.

2. For the purposes of counting the trial period, days of absence, even if justified, of leave and dismissal, as well as of suspension of the contract, are not taken into account.

Article 95
Trial period in time contracts indeterminate

In employment contracts for an indefinite period, The trial period has the following duration:

a) 30 days for most workers;

b) 180 days for workers who hold positions of great technical complexity, high levels of responsibility or which require special technical qualifications.

Article 96
Trial period in fixed-term contracts

In fixed-term employment contracts, the trial period has the following duration:

a) 30 days for contracts lasting six months or more;

b) 15 days in fixed-term contracts lasting less than six months and in uncertain-term contracts whose duration is expected not to exceed that limit.

Article 97.º
Service commission contracts

1. In service commission contracts, the existence of a trial period depends on an express stipulation in the respective agreement.

2. The trial period cannot, in these cases, exceed 180 days.

Article 98
Reduction and deletion

1. The duration of the trial period may be reduced by collective labor regulation instrument or by written agreement of the parties.

2. The trial period can be excluded by written agreement of the parties.

CHAPTER III
Rights, Duties and Guarantees of the Parties and Discipline at Work

SECTION I
Rights, Duties and Guarantees of the Parties

Article 99
Principle of good faith

1. The employer and the worker, in fulfilling their respective obligations, as well as in exercising corresponding rights, must proceed in good faith.

2. When executing the employment contract, the parties must collaborate in achieving greater productivity, as well as in the human, professional and social advancement of the worker.

3. If one of the parties negligently fails to fulfill its duties, it becomes responsible for the loss caused to the counterparty.

Article 100
Employer's competence

1. Within the limits arising from the employment contract and the rules that govern it, the employer is responsible for establishing the terms under which the work must be provided.

2. In particular, the employer is responsible for:

a) Organize work according to the company's work needs and the workers' skills and knowledge;

b) Establish and change working hours, within legal limits;

c) Ensure compliance with discipline at work;

d) Define and assign the functions to be performed by workers, according to their professional categories;

e) Decide on promotions within the company, in accordance with objective criteria for evaluating workers;

f) Develop and execute professional training plans;

g) Take all necessary measures to ensure that work is carried out in good hygiene and safety conditions;

h) Create, to the extent of the company's economic and financial capacity, social conditions appropriate to improving the quality of life of workers.

3. The employer's technical and economic management powers must be exercised with a view to

company objectives and production requirements, but without prejudice to the preservation of worker dignity and respect for their rights.

Article 101
Employer's duties

1. The employer must comply with all obligations arising from the employment contract and the rules that govern it.

2. The employer must, in particular:

a) Respect and treat workers with civility and probity;

b) Not adopt discriminatory procedures in the treatment of workers, particularly for reasons based on political or ideological views, or the worker's union membership;

c) Pay the remuneration on time, which must be fair and appropriate to the work;

d) Provide good working conditions, both from a physical and moral point of view;

e) Contribute to raising the level of productivity by providing professional training;

f) Respect the technical autonomy of workers who carry out activities whose professional regulations require it;

g) Facilitate the exercise of union representation functions for those elected to such positions and accept as legitimate interlocutors of the company's management those who legally exercise those representation functions;

h) Prevent occupational risks and illnesses, taking into account the protection of worker safety and health, and must compensate them for losses resulting from work accidents and occupational illnesses;

i) Adopt, with regard to hygiene, safety and health at work, the measures that result, for the company, establishment or activity, from the application of current legal and conventional prescriptions;

j) Provide workers with adequate information and training to prevent the risk of accidents and illnesses;

k) Keep the personnel register permanently updated in each of its establishments, indicating names, dates of birth and admission, contract modalities, categories, promotions, remuneration, start and end dates of vacations and absences that result in loss of pay or reduction in vacation days;

l) Make and deposit the discounts established in legal terms intended for contributory purposes.

Article 102.º
Company internal regulations

1. The employer must prepare internal company regulations containing work organization and discipline standards.

2. When drafting the company's internal regulations, the workers' committee or its union representation, if applicable, is consulted.

3. The employer must publicize the content of the company's internal regulations, namely by posting it at the company's headquarters and in the workplace, so as to make it possible for workers to be fully aware of it at all times.

4. The company's internal regulations only take effect after being received at the General Labor Inspectorate for registration and deposit, and the employer must send it to that body within a maximum period of 15 days after its publication.

5. The General Labor Inspectorate must carry out the registration, within a period never exceeding thirty days.

6. The development of internal company regulations on certain matters may be made mandatory by means of a collective bargaining work regulation instrument.

Article 103
Worker's duties

1. The worker must comply with all obligations arising from the employment contract and the rules that govern it.

2. The worker must:

a) Comply with zeal and dedication with the employer's orders and instructions in everything that concerns the execution and discipline of work, except to the extent that they are contrary to their rights and guarantees;

b) Respect and treat with loyalty and probity the employer, hierarchical superiors, co-workers and other people who are or are in a relationship with the company;

c) Attend service assiduously and punctually;

d) Carry out the duties assigned to him/her with zeal and diligence, taking care, in particular, to not cause or allow damage to be caused to the company's assets or production;

e) Comply with the occupational safety, hygiene and health requirements established in the applicable legal or conventional provisions, as well as the orders given by the employer;

f) Maintain professional secrecy regarding essential issues in the life of the company, namely production methods, company organization, business and its activity;

g) Ensure the normal conservation and good use of the work instruments assigned to them and protect the company's assets in their workplace and the results of production, against acts of damage or destruction thereof;

h) Do not use the company's premises, equipment, assets and means of work for personal purposes, or those unrelated to the service.

3. The duty of obedience, referred to in paragraph a) of the previous paragraph, concerns both orders and instructions given directly by the employer and those issued by the worker's hierarchical superiors, within the powers attributed to them by that employer. of the.

Article 104
Worker guarantees

The employer is prohibited from:

a) Oppose the worker from exercising their rights or, in any way, harm them as a result of this exercise;

b) Punish the worker or dismiss him without prior disciplinary proceedings;

c) Reduce remuneration, except as provided for in paragraph 2 of article 221;

d) Task the worker with services not included in the object of the contract, except as provided for in article 105;

e) Transfer the worker to another work location, except as provided for in paragraph 1 of article 107;

f) Obliging the worker to acquire goods or use services provided by the employer or by people appointed by it;

g) Offset the remuneration owed to the employee with the employee's debt to the employer or make discounts on remuneration not expressly authorized by law or decision of the competent authority;

h) Dismiss and reinstate the worker with the purpose of harming his rights or guarantees arising from his seniority.

Article 105
Provision by the worker of services not included in the object of the contract

1. When the regular functioning of the company requires it, the employer may temporarily entrust the worker with services not included in the object of the contract, provided that such change does not imply a reduction in remuneration or a substantial change in the worker's position. .

2. When the services performed under the terms of the previous paragraph correspond to more favorable treatment, the worker is entitled to that treatment except when it is a question of replacing a co-worker, absent due to absences, vacations, leave or impediment of no greater extent. to thirty days.

3. In agricultural work, it is assumed that the worker performs diverse functions, therefore, unless otherwise stipulated, the provisions of the previous paragraphs do not apply.

Article 106

Category change

1. The employer and the worker may agree at any time to assign them a different category without reducing remuneration.

2. The employer may only assign a professional category at a lower level than the one the employee holds in the following cases:

a) When the job position is changed or, due to company reorganization, the technical conditions for carrying out the function are significantly altered, with the worker accepting to continue in the company or in another professional category that is proposed to him/her ;

b) When, due to accident, illness or other cause, the worker is manifestly unfit for the assigned functions and he/she accepts to continue in the company with another professional category that is proposed to him/her.

3. The definitive change of category, determined by the situations referred to in the previous paragraph, is only effective after obtaining authorization from the General Labor Inspectorate, which must issue a decision within the subsequent 30 days on the acceptance or refusal of the change of category. to which this article refers.

4. Failure to respond within the deadline referred to in the previous paragraph is understood as a tacit granting of authorization to the employer.

Article 107.º

Transfer of the worker to another location work

1. The employer cannot, without the worker's agreement, change his/her workplace to another location except if there is a total or partial transfer of the company where he/she provides services.

2. Changing the place of work implies payment to the worker of transport and other expenses directly imposed by the transfer.

3. In the case provided for in the final part of paragraph 1, the worker may terminate the employment contract with the right to compensation provided for in cases of unfair dismissal.

4. The employer must cover the worker's expenses imposed by the transfer resulting from the increase in travel costs and resulting from the change of residence.

Article 108

Temporary transfer of the worker to another workplace

1. The employer may, when the company's interests so require, temporarily transfer the worker to another workplace if this transfer does not imply serious harm to the worker.

2. By contractual stipulation, the parties may extend or restrict the option granted in the previous number.

3. The transfer order, in addition to the justification, must include the foreseeable time for the change, which, except for special conditions, cannot exceed six months.

4. The employer must cover the worker’s expenses imposed by the temporary transfer resulting from the increase in travel costs and accommodation costs.

5. Changing the place of work involves paying the employee transportation and other expenses directly imposed by the transfer.

6. The provisions of this article do not apply to situations involving agricultural workers who necessarily have to work in different locations.

Article 109

Procedure for transfer

Unless there is an unforeseeable reason, the decision to transfer the workplace must be communicated to the worker, duly substantiated and in writing, 30 days in advance, in the cases provided for in article 107, or eight days in advance. , in the cases provided for in the previous article.

SECTION II
Discipline at Work

Article 110.º
Disciplinary power

1. The employer has disciplinary power over the worker who is at his service, for as long as the employment contract is in force.

2. Disciplinary power is exercised directly by the employer and by hierarchical superiors who are delegated for this purpose.

Article 111.º
Disciplinary sanctions

1. The employer may apply the following sanctions:

a) Oral admonition;

b) Registered warning;

c) Fine;

d) Suspension from work with loss of pay dog;

e) Temporary category reduction;

f) Dismissal.

2. The disciplinary sanction must be proportional to the seriousness of the infraction and the guilt of the offender, and no more than one may be applied for the same infraction.

3. The application of any disciplinary sanction does not prejudice the employer's right to demand compensation for losses or to promote the application of a criminal or civil sanction, to which the infraction eventually gives rise.

Article 112.º
Prescription of disciplinary infraction

1. The disciplinary infraction expires after 30 days from the moment it took place, or as soon as the employment contract ends.

2. Without prejudice to prescription due to the termination of the employment contract, a disciplinary infraction that simultaneously constitutes a criminal offense expires within the same period as the criminal procedure, when the latter is longer.

Article 113.º
Limits to sanctions

1. The fine imposed on a worker cannot exceed, for infractions committed on the same day, one third of the remuneration and, in each calendar year, the remuneration corresponding to 30 days.

2. The worker's suspension cannot exceed, for each infraction, 30 days and, in each calendar year, a total of 90 days.

3. The temporary reduction in category and the corresponding remuneration cannot exceed, for each infraction, 60 days and, in each calendar year, the total of 120 days.

Article 114
Aggravation of disciplinary sanctions

1. Whenever special working conditions justify it, it is lawful to increase the limits of sanctions established in the previous article by up to double, through collective labor regulation instruments.

2. The sanctions referred to in the previous article may be aggravated by the respective disclosure within the company. in.

Article 115
Destination of fines

The proceeds of the fines imposed under subparagraph c) of paragraph 1 of article 111 revert in full to social security, with the employer being responsible for its delivery, in accordance with subparagraph l) of paragraph 2 of article 101. .º.

Article 116.º
Abusive sanctions

1. A disciplinary sanction motivated by the fact that the employee:

a) Having legitimately complained against the work conditions;

b) Refusing to comply with orders that he should not have obeyed under the terms of subparagraph a), paragraph 2, of article 103;

c) Perform or apply for positions in worker representation bodies;

d) In general, exercise, have exercised, intend to exercise or invoke rights and guarantees that assist you.

2. Dismissal or the application of any sanction under the guise of punishment for another offense is presumed abusive when it takes place up to six months after any of the facts mentioned in paragraphs a), b) and d) of the previous paragraph.

Article 117.º
Consequences of applying abusive sanctions

1. The employer who applies an abusive sanction in the cases provided for in paragraph 1 of the previous article is obliged to compensate the worker in general terms, with the changes contained in the following paragraphs.

2. If the sanction consists of dismissal, the worker has the right to choose between reinstatement and compensation calculated in the same way as provided for in article 331.

3. In the case of a fine or suspension, the compensation is not less than ten times the amount of the fine or suspension lost.

4. The employer who applies any abusive sanction in the case provided for in c) of paragraph 1 of the previous article, compensates the worker under the following terms:

a) The minimums set in the previous paragraph are doubled;

b) In the event of dismissal, the compensation is never less than the salary corresponding to one year of service.

CHAPTER IV
Transmission of the Company or Establishment

SECTION I
From Transmission

Article 118
Transfer of the company or establishment

1. In the event of transfer, by any means, of ownership of the company, establishment or part of the company or establishment that constitutes an economic unit, the legal position of employer in the contracts is transferred to the acquirer of the respective workers, as well as the responsibility liity for the payment of a fine imposed for committing a labor infraction.

2. During the period of one year following the transfer, the transferor is jointly and severally liable for obligations due up to the date of transfer.

3. The provisions of the previous paragraphs are also applicable to the transfer, assignment or reversion of the operation of the company, establishment or economic unit, with the person immediately before carrying out the operation of the company being jointly and severally liable, in the event of transfer or reversion. company, establishment or economic unit.

4. An economic unit is considered to be the set of resources organized with the aim of carrying out an economic activity, whether main or ancillary.

5. The contractual position referred to in the previous paragraphs does not occur when there is an agreement between the original employer and the new employer that the workers continue, with the same or higher category, in the service of that employer and in another company.

Article 119.º
Special cases

1. The provisions of the previous article do not apply to workers who the transferor, up until the moment of transfer, has transferred to another establishment or part of the company or establishment that constitutes an economic unit, those remaining at his service, without prejudice of the provisions of article 108.

2. The provisions of the previous paragraph do not affect the liability of the purchaser of the establishment or part of the company or establishment that constitutes an economic unit for the payment of a fine imposed for committing a labor infraction.

3. Having fulfilled the duty of information provided for in the following article, the purchaser may post a notice in the workplace informing workers that they must claim their credits within a period of six months, under penalty of are not transmitted to you.

Article 120
Information and consultation of representatives of workers

1. The transferor and the acquirer must inform the representatives of their respective workers or, in their absence, the workers themselves, of the date and reasons for the transfer, its legal consequences, and the measures planned in relation to them, with at least 60 days in advance.

2. The transferor and the acquirer must first consult the representatives of their respective workers with a view to reaching an agreement on the measures they intend to take in relation to them as a result of the transfer, without prejudice to the legal and conventional provisions applicable to the measures subject to agreement.

3. The information referred to in the previous number must be provided in writing and, where applicable, at least 10 days before the consultation referred to in the following number.

4. For the purposes of the previous paragraphs, workers' representatives are considered to be trade union committees and trade union delegates from the respective companies.

Article 121
Representation of workers after transmission

1. If the transferred company, establishment or part of the company or establishment that constitutes an economic unit maintains its autonomy, the status and function of the workers' representatives are not affected by the transfer.

2. If the company, establishment or part of the company or establishment that constitutes a transferred economic unit is incorporated into the acquirer's company and there is no workers' committee there, the workers' committee or subcommittee that exists in that company continues in functions for a period of two months from the transmission or until the new commission elected in the meantime begins its respective functions or, even, for another two months, if the election is annulled.

3. In the situation provided for in the previous paragraph, the sub-committee exercises the rights inherent to workers' committees during the period in which it continues in office, representing the workers of the transferred establishment.

4. Members of the workers' committee or subcommittee whose mandate ends, in accordance with paragraph 2, continue to benefit from the protection established in paragraphs 2 to 4 of article 369 and in collective regulatory instrument of work, until the date on which the respective mandate would end.

SECTION II
Occasional Assignment

Article 122.º
Concept

The occasional transfer of workers consists of the temporary and occasional provision of a worker from an employer's own staff to another entity, to whose management power the worker is subject, without prejudice to the maintenance of the initial contractual relationship.

Article 123.º
General principle

The occasional transfer of workers is only permitted if regulated in a collective labor regulation instrument or under the terms of the following articles.

Article 124
Conditions

The occasional transfer of workers is legal when the following conditions are cumulatively met:

a) The assigned worker is linked to the assigning employer by an employment contract with no resolutive term;

b) The assignment occurs within the framework of collaboration between related companies, in a corporate relationship with reciprocal, controlling or group participations, or between employers, regardless of corporate nature, who maintain common organizational structures;

c) The worker expresses his/her willingness to be transferred, in accordance with paragraph 2 of the following article;

d) The duration of the assignment does not exceed one year, renewable for equal periods up to a maximum limit of five years.

Article 125

Agreement

1. The occasional assignment of a worker must be certified by a document signed by the assignor and the assignee, identifying the worker temporarily assigned, the activity to be carried out, the start date of the assignment and its duration.

2. The document only makes the assignment legitimate if it agrees has a declaration of agreement from the worker.

3. Upon termination of the assignment agreement and in the event of termination or cessation of activity of the assignee company, the assigned worker returns to the assignor company, maintaining the rights he or she held at the start of the assignment, counting towards seniority the transfer period.

Article 126

Classification of the occasionally assigned worker

1. The occasionally transferred worker is not included in the personnel of the transferee entity for the determination of obligations relating to the number of workers employed, except with regard to the organization of safety, hygiene and safety services at work.

2. The transferee entity is obliged to inform the workers' committee, within a period of five working days, of the use of workers under an occasional transfer regime.

Article 127.º

Work provision regime

1. During the execution of the occasional assignment contract, the assigned worker is subject to the work regime applicable to the assignee entity with regard to the mode, place, duration of work and suspension of work, safety, hygiene and health at work and access to social facilities.

2. The transferee entity must inform the transferor employer and the transferred worker about the risks to the worker's safety and health inherent to the job to which he or she is assigned.

3. The use of seconded workers in jobs that are particularly dangerous to their safety or health is not permitted, unless that is their professional qualification.

4. The transferee entity must prepare the assigned worker's working schedule and schedule their vacation period, whenever this is taken in the service of the transferee.

5. Occasionally transferred workers are not considered for the purposes of the social report, being included in the number of workers of the transferring company, in accordance with the adaptations to be defined in special legislation.

6. Without prejudice to the observance of the working conditions resulting from the respective contract, the worker may occasionally be assigned to more than one entity.

Article 128

Remuneration and vacation

1. Occasionally transferred workers have the right to receive the minimum remuneration established by law or in the collective labor regulation instrument applicable to the transferee entity for the professional category corresponding to the functions performed, unless a higher one is provided by the latter. practiced for the performance of the same functions, always with the exception of higher remuneration enshrined in a collective labor regulation instrument applicable to the assigning employer.

2. The worker is also entitled, in proportion to the duration of the occasional assignment contract, to holidays, holiday and Christmas bonuses and other regular and periodic allowances that the assignee entity is owed to its workers for identical work performance.

Article 129

Consequence of illegal recourse to occasional concession

1. Illegal recourse to the occasional assignment of workers, as well as the non-existence or irregularities of the documents that certify it, gives the assigned worker the right to opt for integration into the assignee company under an employment contract with no fixed term. lutive.

2. The right of option provided for in the previous paragraph must be exercised until the end of the assignment, by means of communication to the assignor and assignee entities, by registered letter with acknowledgment of receipt.

Article 130
Reduction of activity and suspension of the contract

1. The reduction of the normal working period or the suspension of the employment contract may be based on the temporary, respectively partial or total, impossibility of providing work due to the fact concerning the worker, or the fact concerning the employer and the agreement of the parties.

2. They also allow the reduction of the normal working period or the suspension of the employment contract, namely:

a) The need to ensure the viability of the company and the maintenance of jobs in a situation of business crisis;

b) The signing between the worker and the employer of a pre-retirement agreement.

3. It also determines the reduction of the normal working period in the situation of partial retirement under the terms of special legislation.

Article 131
Effects of reduction and suspension

1. During the reduction or suspension, the rights, duties and guarantees of the parties are maintained to the extent that they do not presuppose the effective provision of work.

2. The time of reduction or suspension is counted for seniority purposes.

3. The reduction or suspension does not interrupt the period for expiry purposes, nor does it prevent either party from terminating the contract under the general terms.

SUBSECTION I
Suspension of the Employment Contract by Fact Respectful to the Worker

Article 132.º
Determining facts

1. Suspension of the employment contract is determined by temporary impediment due to a fact not attributable to the worker that lasts for more than one month, namely mandatory military or substitute civic service, illness or accident.

2. The contract is considered suspended even before the expiry of a period of one month from the moment in which it is foreseeable that the impediment will last longer than that period.

3. The employment contract expires when that it becomes certain that the impediment is definitive.

4. Temporary impediment due to a fact attributable to the worker determines the suspension of the employment contract in the cases provided for by law.

Article 133.º
Return of the worker

1. On the day immediately after the impediment ends, the worker must report to the employer to resume work, under penalty of incurring unjustified absences.

2. The period provided for in paragraph 1 does not apply to military personnel from the Autonomous Region of Príncipe deployed for mandatory military service in São Tomé, being extended to 15 days.

SECTION III
Temporary Reduction of the Normal Period Work or Suspension of the Employment Contract due to a Fact Concerning the Employer

SUBSECTION I
Business Crisis Situation

Article 134
Reduction or suspension

1. The employer may temporarily reduce normal working periods or suspend employment contracts, provided that, for structural or technological market reasons, catastrophes or other occurrences that have seriously affected the company's normal activity, such measures prove to be essential to ensure the viability of the company and the maintenance of jobs.

2. The reduction referred to in the previous paragraph may take the following forms:

a) Interruption of activity for one or more normal daily or weekly working periods, which may cover different groups of workers on a rotating basis;

b) Reduction in the number of hours corresponding to the normal daily or weekly working period.

Article 135
Communications

1. The employer must communicate in writing to the workers' committee, or failing that, to the inter-union committee or union committees of the company representing the workers to be covered, of the intention to reduce or suspend the provision of work, accompanying the communication of following elements:

a) Description of the respective economic, financial or technical foundations;

b) Staff list broken down by sections;

c) Indication of the criteria that serve as a basis for the selection of workers to be covered;

d) Indication of the number of workers to be covered by the reduction and suspension measures as well as the professional categories covered;

e) Indication of the deadline for applying the measures;

f) Training areas to be attended by workers during the period of reduction or suspension of work, if applicable.

2. In the absence of the entities referred to in paragraph 1, the employer must communicate in writing, to each of the workers who may be covered, the intention to reduce or suspend the provision of work, and they may designate , from among them, within five days from the date of receipt of that communication, a representative committee with a maximum of three or five members, depending on whether the measures cover up to 20 or more workers.

3. In the case provided for in the previous paragraph, the employer must send the documents referred to in paragraph 1 to the designated commission.

Article 136
Information and negotiation procedure

1. Within five days from the date of the communication provided for in paragraphs 1 and 3 of the previous article, an information and negotiation phase takes place between the employer and the workers' representative structure, with a view to to obtain agreement on the size and duration of the measures to be adopted.

2. Minutes of negotiation meetings are drawn up containing the agreed matters as well as the divergent positions of the parties, with the opinions, suggestions and proposals of each.

3. Once the agreement is signed or in the absence thereof, 10 days after the date of communication referred to in paragraphs 1 and 3 of the previous article, the employer must communicate in writing to each worker the measure he decided to apply with express mention of the reason and the start and end date of its application.

4. On the date on which the communications referred to in the previous paragraph are issued, the employer must send to the workers' representative structure and to the conciliation services of the Ministry responsible for the Labor area the minutes referred to in paragraph 2 of this article, as well as a list containing the name of the workers, address, date of birth and admission to the company, social security situation, profession, category and remuneration and, also, the individually adopted measure with start date and term of application.

5. In the absence of the minutes referred to in paragraph 2 of this article, the employer, for the purposes referred to in the previous paragraph, must send a document justifying that absence, describing the reasons that prevented the agreement , as well as the ending positions of the parts.

Article 137.º
Other information and consultation duties

1. The employer must consult the workers covered on the preparation of the training plan referred to in subparagraph f) of paragraph 1 of article 135.

2. The training plan must be submitted for opinion to the workers' representative structure prior to its approval.

3. The opinion referred to in the previous paragraph must be issued within the period indicated by the employer, which cannot be less than five days.

4. The employer must inform the structures representing workers on a quarterly basis about the evolution of the reasons that justify resorting to the reduction or suspension of work provision.

Article 138
Duration

1. The reduction or suspension determined for market, structural or technological reasons must have a previously defined duration, but cannot exceed six months.

2. In the event of a catastrophe or other occurrence that has seriously affected the company's normal activity, the period referred to in the previous paragraph may last a maximum of one year.

3. The deadlines referred to in the previous paragraphs may be extended up to a maximum of six months, provided that, once the intention to extend is communicated in writing and in a substantiated manner to the workers' representative structure, the latter does not object, also in writing. , within the following five days, or when the worker covered by the extension expresses his agreement in writing.

4. The start date of application of the reduction or suspension cannot occur before 10 days have elapsed from the date of communication referred to in paragraph 3 of the previous article, unless there is an immediate impediment to the provision normal work routine that is known to the worker, in which case the measure may begin immediately.

5. Once the period of reduction or suspension has ended, all rights and duties arising from the employment contract are reestablished.

Article 139.º
Oversight

1. During the reduction or suspension, the competent services of the Ministry responsible for the Labor area, on their own initiative or at the request of any of the interested parties, must put an end to the application of the regime, in relation to all or some of the workers, in the following cases:

a) Failure to verify the reasons invoked, when there has not been the agreement mentioned in paragraph 2 of article 125;

b) Lack of communications or refusal to participate in the negotiation process by the employer;

c) Lack of timely payment of the retributive contribution due to workers;

d) Admission of new employees under a regime for functions likely to be performed by workers under a regime of reduction or suspension of work provision.

2. The decision that puts an end to the application of the measures must indicate the workers to whom it applies.

3. All rights and duties of the parties arising from the employment contract are reestablished from the moment the employer is notified of the decision that puts an end to the application of the reduction or suspension regime.

Article 140
Worker rights

1. During the period of reduction or suspension, constitute worker rights:

a) Earn a monthly salary not less than the minimum monthly salary legally guaranteed, in accordance with the provisions of paragraph 2;

b) Maintain all social benefits and social security benefits, calculated on the basis of their normal salary, without prejudice to the provisions of paragraph 3;

c) Carry out remunerated activity outside the company in.

2. Whenever the monthly remuneration received by the worker under a normal work provision regime is lower than the guaranteed minimum monthly remuneration, the worker maintains the right to this;

3. In the event of illness, the worker whose contract is suspended maintains the right to remunerative compensation, in accordance with paragraph 1, without being entitled to the respective social security cash benefit and ceasing any that may be available to him. to be granted.

4. Normal remuneration is considered to be that which is made up of the basic remuneration, seniority payments and all regular and periodic payments inherent to the provision of work.

Article 141
Employer's duties

1. During the period of reduction or suspension, the employer is obliged to:

a) Pay the remuneration compensation punctually;

b) Pay punctually social security contributions relating to the actual remuneration received by the worker;

c) Do not distribute profits, in any form, namely as withdrawals on account;

d) Do not increase the remuneration of members of social bodies, as long as there is financial contribution from social security in the financial compensation in the retributive compensation granted to workers;

e) Pay the worker the Christmas bonus, equal to the salary he or she earns monthly - mind.

2. Remuneration compensation, alone or together with remuneration for work performed in the company or outside it, cannot imply a monthly remuneration greater than three times the guaranteed minimum monthly remuneration.

Article 142

Participation in retributive compensation

1. The remuneration compensation due to each worker is borne by 30% of its amount by the employer and 70% by social security.

2. When, during the period of reduction or suspension, workers attend professional training courses appropriate to the purpose of making the company viable, maintaining jobs or developing the professional qualifications of workers that increase their employability in accordance with a training plan approved by the competent public service of the Ministry in charge of the Labor area, the remuneration compensation is supported by this service and up to a maximum of 25%, by the employer, while professional training takes place.

3. The provisions of the previous paragraph do not prejudice more favorable schemes relating to training support.

4. The competent social security body or the public service competent in the area of vocational training, depending on the case, must hand over their share to the employer, so that the latter can pay the compensation on time.

Article 143.º

Worker's duties

1. During the period of reduction or suspension, the worker's duties are:

a) Pay, through deduction, social security contributions based on the remuneration actually earned, either as compensation for work performed or as retributive compensation;

b) Notify the employer within a maximum period of five days that he carries out a remunerated activity outside the company, for the purposes of a possible reduction in compensation;

c) Attend appropriate professional training courses as long as this option is offered by the employer or by the competent service in the area of professional training.

2. Unjustified non-compliance with the provisions of paragraph b) of the previous paragraph results in the worker losing his right to remunerative compensation and the obligation to replace what has been paid to him in this regard, also constituting a serious disciplinary infraction.

3. Refusal to attend the courses referred to in paragraph c) of paragraph 1 results in the loss of the right to compensatory compensation.

Article 144

Vacation

1. For the purposes of the right to vacation, the time of reduction or suspension is counted as service actually provided under normal working conditions.

2. The reduction or suspension does not affect the scheduling and enjoyment of vacations, in general terms, and the worker is entitled to the vacation allowance that would be due to him under normal working conditions.

Article 145

Holiday allowance

The worker is entitled to a holiday allowance equivalent to the monthly salary received by him/her, both of which must be paid at the time of receipt of his/her usual remuneration and when the worker actually begins to enjoy his/her holidays.

Article 146

Union representatives and members of workers' committees

The reduction of the normal working period or suspension of the employment contract relating to a worker who is a union representative or member of the works committee, does not affect the right to the normal exercise of these functions within the company.

Article 147.º

Declaration of the company in a difficult economic situation

1. The reduction or suspension regime provided for in this SECTION applies to cases in which these measures are determined, following the declaration of the company in a difficult economic situation, or, with the necessary adaptations, in the process of recovering the company.

2. The declaration referred to in the previous number must be issued by the courts, following the opinion of the competent services of the Ministry responsible for the Labor area.

CHAPTER V

Working Time

SECTION I

Limits on Working Duration

Article 148

Maximum limits on normal working periods

1. The normal working period cannot be exceeded greater than eight hours a day and 40 hours a week.

2. There is a 15-minute tolerance for transactions, operations and services started and not completed at the time established for the end of the normal daily working period, however, such tolerance is exceptional and the work must be increased be paid when you complete four hours or at the end of each calendar year.

3. The normal weekly working period may be divided according to one of the following methods:

a) I work for six working days, with a weekly rest day on Sunday;

b) Work for five and a half working days, with an additional half-day rest and a weekly rest on Sunday;

c) I work for five working days, with an additional day of rest and a weekly rest on Sunday.

4. In the cases referred to in paragraphs b) and c) of the previous paragraph, the normal working period each day cannot exceed nine hours, always observing the weekly limit set out in paragraph 1.

5. The authority responsible for labor administration may establish, by order, if economic and social circumstances or the customs of the population so advise, the modalities to be followed by employers in distributing the normal weekly working period.

6. Field work can be carried out in a single day, with a maximum uninterrupted duration of seven hours, and a weekly limit of 40 hours.

Article 149.º

Exceptions to maximum limits

1. The limits of the normal working period may be extended, by order of the authority responsible for labor administration, after consultation with other interested state bodies as well as the competent trade union organizations and employee representatives, or by collective labor agreement:

a) In relation to people whose work is markedly intermittent or simply present;

b) In relation to activities strictly linked to the provision of essential services to the communities.

2. It is always mandatory to observe a rest period of 10 consecutive hours between two daily periods of work carried out under the provisions of the previous paragraph.

3. In activities covered by paragraphs a) and b) of paragraph 1, the normal working period will be fixed so as not to exceed an average of forty-five hours per week after the number of weeks established by authority orders responsible for administering the work resulting in enlargement.

Article 150.º
Reduction of maximum limits

1. Whenever the increase in the productivity of activities allows it and there are no economic or social inconveniences, the maximum limits of normal working periods provided for in this diploma may be reduced.

2. When reducing the maximum limits provided for in article 149, priority must be given to activities and professions that cause severe physical or psychological strain on workers.

3. The reduction is determined by orders from the authority responsible for labor administration or by collective labor regulation instruments.

4. Reducing the maximum limits of normal working periods cannot result in a reduction in workers' remuneration.

SUBSECTION I
Extraordinary Work

Article 151
Notion

1. Overtime work is considered to be work carried out outside normal working hours.

2. Overtime work is not considered:

a) Work performed by workers exempt from working hours on a normal working day;

b) Work performed to compensate for suspensions of activities lasting no more than forty-eight consecutive hours or interpolated by a rest day or holiday, when these suspensions and their compensation have been agreed between the employer and workers;

c) Professional training, even if carried out outside normal working hours, as long as it does not exceed two hours per day.

Article 152.º
Conditions

Overtime work can only be provided:

a) When employers have to deal with possible increases in work that do not justify hiring workers on a fixed-term or indefinite period;

b) In cases of force majeure or when it becomes essential to prevent or repair serious losses to companies.

Article 153.º
Mandatory

1. Workers are obliged to perform overtime work, except when, for reasonable reasons, they expressly request and obtain their exemption.

2. Workers who are disabled, as well as women and minors under the conditions established in the specific legal standards, are not obliged to perform overtime work.

Article 154
Maximum number of hours of overtime work

1. The maximum number of hours of overtime work that each worker can perform, under the provisions of paragraph a) of article 152, is 10% of the total hours that can normally be worked per week and per year .

2. The limits on the maximum number of hours of overtime work to be performed by each worker, under the provisions of paragraph b) of article 152, are those imposed by what is strictly indispensable for the normalization of the situations referred to in that provision.

3. The maximum limit referred to in paragraph 1 may be increased by up to 15% by collective labor regulation instrument.

4. The limit on overtime work performed for the operation of service shifts in pharmacies selling to the public is subject to special regulation.

Article 155
Compensatory rest

1. The provision of overtime work on a working day, on a supplementary weekly rest day and on a holiday, entitles the worker to paid compensatory rest, corresponding to 25% of the hours of overtime work performed.

2. Compensatory rest expires when you complete a number of hours equal to the normal daily working period and must be taken within the subsequent 90 days.

3. In cases where work is performed on a mandatory weekly rest day, the worker is entitled to a paid compensatory rest day, to be taken on the following three working days.

4. In the absence of agreement, the compensatory rest day is set by the employer.

5. Compensatory rest from work provided to ensure the functioning of service shifts in pharmacies selling to the public is the subject of regulation in special legislation.

Article 156
Registration

1. The employer must have an overtime work record where, before the start of the service and immediately after its end, the start and end times of overtime work are noted.

2. In the first month of each quarter, the employer must send to the body responsible for labor administration the nominal list of workers who carried out overtime work during the previous quarter, with a breakdown of the number of hours worked under article 152. th.

Article 157.º
Remuneration

Overtime work is remunerated with the following minimum increases:

a) 25% of the normal salary in the first hour;

b) 50% of the normal remuneration for subsequent hours or fractions of hours;

c) 75% if the work is carried out on a holiday or Sunday.

SUBSECTION II
Shift work

Article 158
Notion

Shift work is considered to be any form of organization of teamwork in which workers successively occupy the same jobs, at a certain rhythm, including the rotational rhythm, which can be continuous or discontinuous, which implies that workers can perform work at different times during a given period of days or weeks.

Article 159.º
Shift organization

1. Employers may organize different staff shifts whenever the working period exceeds the maximum limits of normal working periods.

2. Shifts should, whenever possible, be organized according to the interests and preferences expressed by workers.

3. The duration of each shift cannot exceed the maximum limits of normal working periods.

4. Workers can only be changed shifts after the weekly rest day.

5. Continuous working shifts and shifts for workers who provide services that cannot be interrupted, namely operational personnel monitoring, transporting and handling electronic security systems, must be organized in such a way that workers on each shift are provided with at least one day of rest is granted in each period of seven days, without prejudice to the excess period of rest to which the worker is entitled.

Article 160
Shift organization formalities

1. Shift work schedules are subject to approval by the body responsible for labor administration.

2. In companies where there is shift work, there must be separate records of the workers included in each shift.

Article 161

Protection in terms of safety, hygiene and health

1. The employer must organize safety, hygiene and health activities at work in such a way that shift workers benefit from a level of safety and health protection appropriate to the

nature of the work they perform.

2. The employer must ensure that the means of protection and prevention in terms of health and safety for shift workers are equivalent to those applicable to other workers and are available at any time.

Article 162.º

Registration of shift workers

An employer who organizes a shift work regime must keep a separate record of the workers included in each shift.

SUBSECTION III

Night Work

Article 163.º

Concepts

1. Night work is considered to be work performed in a period lasting a minimum of seven hours and a maximum of 11 hours, comprising the interval between zero hours and five hours.

2. Collective labor agreements may establish the period of night work, in compliance with the provisions of the previous paragraph.

3. In the absence of a collective work agreement, night work is considered to be a period between 6 pm on one day and 5 am on the following day.

Article 164

Night worker

A night worker is understood to be someone who performs at least three hours of normal night work each day or who can perform a certain part of their annual work during the night.

al, defined by collective labor regulation instrument or in its absence, corresponding to three hours per day.

Article 165

Duration

1. The normal daily working period of a night worker, when an adaptability regime is in force, must not exceed the number of hours per day, on a weekly average, except for a different provision established in a collective labor regulation instrument.

2. To calculate the average referred to in the previous paragraph, mandatory or complementary weekly rest days and public holidays are not taken into account.

3. Night workers whose activities involve special risks or significant physical or mental strain must not work for more than eight hours in a 24-hour period in which they perform night work.

4. The provisions of the previous paragraphs are not applicable to workers who occupy administrative and management positions or with autonomous decision-making power who are exempt from working hours.

5. The provisions of paragraph 3 are not equally applicable:

a) When it is necessary to provide additional work due to force majeure, or because it is essential to prevent or repair serious damage to the company or its viability due to an accident or the risk of an imminent accident;

b) Activities characterized by the need to ensure continuity of service or production, namely the activities indicated in the following number, provided that through a collective bargaining work regulation instrument the corresponding compensatory rests are guaranteed to the worker .

6. For the purposes of paragraph b) of paragraph above will cover the following activities:

a) Operational personnel monitoring, transporting and processing electronic security systems rancidity;

b) Reception, treatment and care provided in hospitals or similar establishments, residential institutions and prisons;

c) Ports and airports;

d) Press, radio, television, film production, post or telecommunications, ambulances, firefighters or civil protection;

e) Production, transport and distribution of gas, water or electricity, waste collection and incineration;

f) Industries in which the work process cannot be interrupted for technical reasons;

g) Research and development;

h) Agriculture.

7. The provisions of the previous paragraph are extended to the expected increase in tourism activity.

Article 166
Night worker protection

1. The employer must ensure that night workers, before being placed and subsequently at regular intervals and at least annually, benefit from a free and confidential medical examination, designed to assess their state of health.

2. The employer must ensure the transfer of night workers who suffer from health problems related to night work to a day job that they are able to perform.

3. The provisions of article 155 apply to night workers.

Article 167
Registration of night shift workers

An employer who organizes a shift work regime must keep a separate record of the workers included in each shift.

Article 168
Remuneration for night work

1. The remuneration for night work is 100% higher than the remuneration entitled to for equivalent work performed during the day.

2. The provisions of the previous paragraph do not apply to work normally carried out during the period that the previous article considers to be nighttime and whose remuneration has been fixed according to this condition.

Article 169
Guarantee

Special legislation defines the conditions or guarantees to which the provision of night work by workers who face safety or health risks related to work during the night period is subject, as well as the activities that this involves for the worker. special risks or significant physical or mental tension, as referred to in paragraph 3 of article 165.

SUBSECTION IV
Supplementary Work

Article 170.º
Concept

1. Supplementary work is considered to be any work performed outside working hours.

2. In cases where the exemption from working hours has been limited to a certain number of working hours, daily or weekly, overtime work is considered to be any work performed outside this period.

3. When it has been stipulated that the exemption from working hours does not affect the normal daily or weekly working period, supplementary work is considered to be work that exceeds the duration of the normal daily or weekly working period.

4. The notion of additional work is not understood mention:

a) Work performed by a worker exempt from working hours on a normal working day, without prejudice to the provisions of the previous paragraph;

b) Work performed to compensate for suspensions of activity, regardless of the cause, lasting no more than forty-eight

hours followed or interpolated by a rest day or holiday, when there is an agreement between the worker and the employer;

c) The fifteen-minute tolerance provided for in paragraph 2 of article 148;

d) Professional training, even if carried out outside working hours, as long as it does not exceed two working hours per day.

Article 171.º
Mandatory

The worker is obliged to perform additional work, except when, for reasonable reasons, he expressly requests his exemption.

Article 172.º
Conditions for providing additional work

1. Overtime work can only be provided when the company has to deal with occasional and temporary increases in work and the hiring of a worker is not justified.

2. Additional work may also be provided if there are reasons of force majeure or when it becomes essential to prevent or repair serious losses to the company or its viability.

3. The additional work provided for in the previous number is only subject to the limits arising from paragraph 1 of article 173.

Article 173.º
Limits on the duration of overtime work

1. The overtime work provided for in paragraph 1 of the previous article is subject, per employee, to the following limits:

a) In the case of micro and small businesses, 175 hours of work per year;

b) In the case of medium and large companies, 150 hours of work per year;

c) Two hours per normal working day;

d) A number of hours equal to the normal daily working period on weekly, mandatory or complementary rest days and on holidays;

e) A number of hours equal to half a day of daily work and half a day of complementary rest.

2. The maximum limits referred to in subparagraphs a) and b) of the previous paragraph may be increased up to 200 hours per year, by collective work regulation instrument.

3. The limits of additional work provided to ensure the operation of service shifts in pharmacies selling to the public are the subject of regulation in special legislation.

Article 174
Part-time work

1. The annual limit of additional working hours to cover possible increases in work, applicable to part-time workers, is 80 hours per year or the corresponding proportion between the respective normal working period and that of a full-time worker. full-time in a comparable situation, when higher.

2. By written agreement between the worker and the employer, additional work may be provided, to cover possible increases in work, up to 130 hours per year or, as long as provided for in the collective labor regulation instrument, 200 hours per year.

Article 175
Compensatory rest

1. The provision of overtime work on a working day, on an additional weekly rest day and on a public holiday gives the worker the right to paid compensatory rest, corresponding to (50%) of the hours of overtime work performed.

2. Compensatory rest expires when the number of hours equal to the normal daily working period is completed and must be taken within the following 90 days.

3. In cases where work is performed on the mandatory weekly rest day, the worker is entitled to a paid compensatory rest day, to be taken on one of the following three working days.

4. In the absence of agreement, the compensatory rest day is set by the employer.

5. Compensatory rest from work provided to ensure the functioning of service shifts in pharmacies selling to the public is the subject of regulation in special legislation.

Article 176
Special cases

1. In cases of additional work being provided on a mandatory weekly rest day motivated by unforeseen absence of the worker who should occupy the job in the following shift, when its duration does not exceed two hours, the worker has the right to a compensatory rest of duration equal to the period of additional work performed that day, with his enjoyment subject to the regime set out in paragraph 2 of the previous article.

2. When compensatory rest is due for additional work not performed on weekly, mandatory or complementary rest days, it may, by agreement between the employer and the worker, be replaced by paid work with an increase of not less than 100% .

3. In micro-enterprises and small companies, if justified by reasonable reasons related to the organization of work, the compensatory rest referred to in paragraph 1 of the previous article may be replaced by the provision of paid work with increase of not less than 100% or, subject to the assumptions contained in paragraph 2 of the previous article, for one day of rest to be taken in the following 90 days.

Article 177.º
Registration

1. The employer must have an overtime work record where, before the start of the benefit and immediately after its end, the start and end times of the overtime work are noted.

2. The record of overtime work hours must be endorsed by the worker immediately after they have been worked.

3. The record provided for in the previous paragraph must always include an express indication of the basis for providing additional work, in addition to other elements set out in special legislation.

4. The compensatory rest periods taken by the worker must be noted in the same record.

5. The employer must have and maintain for five years a nominal list of workers who performed additional work, with a breakdown of the number of hours worked under paragraphs 1 or 2 of article 172 and indication of the day in which they enjoyed the respective compensatory rest, for inspection by the General Labor Inspectorate.

6. In the months of January and July of each year, the employer must send to the General Labor Inspectorate a nominal list of workers who worked overtime during the previous semester, with a breakdown of the number of hours worked under the paragraphs 1 and 2 of article 172, endorsed by the workers' committee or, failing that, in the case of a member worker, by the respective union.

7. Violation of the provisions of paragraphs 1 to 4 entitles the worker, for each day on which he/she has carried out his/her activity outside working hours, the right to remuneration corresponding to the value of two hours of overtime work.

SECTION II
From Work Schedule Maps

Article 178
Display of maps

The employer must post in the workplace, in A clearly visible place, a work schedule map.

Article 179
Preparation of maps

1. Working time maps are drawn up in duplicate, one copy being sent to the body responsible for labor administration.

2. The formalities required for the preparation of duplicate work schedules are established by order of the authority responsible for labor administration.

Article 180
Operating periods of establishments commercial and industrial

1. Commercial and industrial establishments operate within the limits of the opening and closing periods that are legally established.

2. The establishment of these periods must be done taking into account the interests of the population, and may be established

different periods depending on the areas of commerce and industry, the times of the year, the capacities and needs of public supply.

3. The authority responsible for labor administration, namely the General Labor Inspectorate, together with the authority responsible for the company or branch of activity, is responsible for setting the period of operation and determining:

a) Companies authorized to practice continuous work or to work during periods that do not fall within the limits set out in paragraph 1 of article 165;

b) Companies authorized to close or suspend work on a day other than Sunday.

SECTION III
Weekly Rest, Holidays and Vacations

SUBSECTION I
Weekly Rest

Article 181
Mandatory weekly rest

1. The worker has the right to at least one day of rest per week which, as a rule, is Sunday.

2. The weekly rest day may cease to be Sunday when the worker provides services to an employer who is exempt from closing or suspending work one full day per week or who is obliged to close or suspend work on a day that is not be it Sunday.

3. It may also no longer coincide with Sunday the weekly rest day:

a) Workers necessary to ensure continuity of services that cannot be interrupted or that must be performed on other workers' rest days

res;

b) Workers responsible for cleaning, repairing or servicing machines, as well as other preparatory and complementary work that must necessarily be carried out on the other workers' rest day;

c) Guards at the company's facilities or operational surveillance personnel;

d) Workers who provide services in establishments selling to the public or others whose operations necessarily take place on Sundays.

4. Whenever possible, the employer must provide workers who belong to the same household with weekly rest on the same day.

Article 182.º
Complementary weekly rest

1. In addition to the weekly rest day prescribed in the previous article, half a day or a full day of complementary rest may be granted at all or certain times of the year.

2. The additional rest day provided for in the previous paragraph may be divided and discontinued in terms to be defined by collective regulatory instrument.

Article 183.º
Length of weekly rest

1. A period of 11 hours is added to the mandatory weekly rest day, corresponding to the minimum daily rest period established in article 181.

2. The 11-hour period referred to in the previous paragraph is considered fulfilled, in whole or in part, by the granting of additional weekly rest, if this is contiguous to the weekly rest day.

3. The provisions of paragraph 1 do not apply to workers who occupy administrative and management positions or with autonomous decision-making power who are exempt from working hours.

4. The provisions of paragraph 1 are not equally applicable:

a) When it is necessary to provide additional work due to force majeure, or because it is essential to prevent or repair serious damage to the company or its viability due to an accident or the risk of an imminent accident;

b) When normal working periods are divided throughout the day based on

in the characteristics of the activity, namely cleaning services;

c) Activities characterized by the need to ensure the continuity of service or production, particularly the activities indicated in the following number, provided that through a collective labor regulation instrument or individual agreement the worker is guaranteed the corresponding benefits. -compensatory fatigue.

5. For the purposes of the provisions of paragraph c) of the previous number, the following activities will be considered:

a) Operational personnel monitoring, transporting and processing electronic security systems rancidity;

b) Reception, treatment and care provided in hospitals or similar establishments, residential institutions and prisons;

c) Ports and airports;

d) Press, radio, television, cinematographic production, post or telecommunications, ambulances, firefighters or civil protection;

e) Production, transport and distribution of gas, water or electricity, waste collection and incineration;

f) Industries in which the work process cannot be interrupted for technical reasons;

g) Research and development;

h) Agriculture.

6. The provisions of paragraph c) of paragraph 4 are extended to cases of predictable increase in tourism activity.

Article 184
Work performed on the mandatory weekly rest day

1. Workers may only work on the weekly rest day or on the complementary rest day, in the cases provided for in paragraph b) of article 152.

2. Work performed under the terms of the previous number confers rights to special remuneration, equal to double the normal remuneration.

3. Work performed under the terms of paragraph 1, and which exceeds the duration of the normal period, gives the right to remuneration equivalent to double the values set in article 157.

4. Workers who have served the mandatory full day of weekly rest are also entitled to a full day of rest to be taken within the next 30 days.

SUBSECTION II
National Holidays

Article 185
Mandatory holidays

1. The following are mandatory holidays:

a) January 1st, New Year's Day;

b) January 4th, King Amador's day;

c) February 3, Martyrs of Freedom Day;

d) May 1st International Workers' Day;

e) July 12th, National Day of São Tomé and Príncipe cipe;

f) September 6th, Armed Forces Day;

g) September 30th, Nationalization Day Roças;

h) December 21st, the day of São Tomé and the Transitional Government;

i) December 25th, Christmas or Family Day.

2. When a given mandatory holiday falls on a Saturday, it is brought forward to the previous Friday and if on a Sunday, it is carried over to the following Monday.

Article 186
Optional holidays

1. In addition to mandatory holidays, workers must benefit from optional holidays, namely

Carnival Tuesday, Ash Wednesday and the local municipal holiday.

2. Instead of any of the holidays referred to in the previous paragraph, any other day may be observed as a holiday on which the employer and the worker agree.

Article 187.º
Imperativeness

Provisions in an employment contract or collective labor regulation instrument that establish holidays other than those indicated in the previous articles are null and void.

Article 188
Retribution guarantees

The worker has the right to remuneration corresponding to national holidays, without the employer being able to compensate them with overtime work.

SUBSECTION III
Vacation

Article 189.º
Holiday rights

1. The worker is entitled to a period of paid vacation each calendar year.

2. The right to vacation must be effective in such a way as to enable the physical and mental recovery of the worker and ensure minimum conditions of personal availability, integration into family life and social and cultural participation.

3. The right to vacation is non-waivable and, outside of the cases provided for in this Code, its actual enjoyment cannot be replaced, even with the worker's agreement, by any economic or other compensation.

4. The right to vacation refers, as a rule, to work performed in the previous calendar year and is not conditioned on attendance or effectiveness of service, without prejudice to the provisions of paragraph 3 of the following article.

5. The worker, in addition to his normal salary, is entitled to holiday pay equivalent to the same amount as his monthly salary.

Article 190.º
Acquisition of the right to vacation

1. The right to vacation is acquired with the conclusion of the employment contract and expires on January 1st of each calendar year, except as provided in the following paragraphs.

2. In the year of hiring, the worker has the right, after six full months of contract execution, to enjoy two working days of vacation for each month of contract duration, up to a maximum of 20 working days.

3. If the end of the calendar year comes before the period referred to in the previous paragraph has elapsed or before the right to vacation has been taken, the employee may take it until 30 June of the subsequent calendar year.

4. The application of the provisions of paragraphs 2 and 3 may not result in the employee having the right to enjoy a period of vacation, in the same calendar year, exceeding 30 working days, without prejudice to the provisions of a collective regulation instrument for work.

Article 191.º
Duration of the vacation period

1. The annual vacation period lasts for a minimum of 22 working days.

2. For vacation purposes, the days of the week from Monday to Friday are useful, with the exception of public holidays, and vacations cannot begin on the employee's weekly rest day.

3. The duration of the vacation period is increased if the worker has not been absent or in the event of only having justified absences, in the year to which the vacation relates, under the following terms:

a) Three days of vacation up to a maximum of one absence or two half-days;

b) Two days of vacation, up to a maximum of two absences or four half days;

c) One day of vacation up to a maximum of three absences or six half-days.

4. For the purposes of the previous paragraph, days of suspension of the employment contract due to a fact concerning the worker are treated as absences.

5. The worker may partially waive the right to vacation, receiving the remuneration and allowance.

pectives, without prejudice to ensuring the effective enjoyment of 20 working days of vacation.

Article 192.º
Right to vacation in contracts of shorter duration to six months

1. A worker hired with a contract whose total duration does not reach six months is entitled to two working days of vacation for each full month of the contract.

2. For the purposes of determining the complete month, all days, consecutive or interpolated, on which work was performed must be counted.

3. In contracts whose total duration does not reach six months, vacations are taken immediately prior to termination, unless otherwise agreed by the parties.

Article 193.º
Vacation accumulation

1. Vacations must be taken during the calendar year in which they accrue, and it is not permitted to accumulate vacations of two or more years in the same year.

2. Vacations may, however, be taken in the first quarter of the following calendar year, whether or not in addition to vacations accrued at the beginning of this year, by agreement between employer and employee or whenever the latter intends to enjoy vacations with family members residing abroad.
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3. Employer and worker may also agree to accumulate, in the same year, half of the vacation period accrued in the previous year with that accrued at the beginning of that year.

Article 194
Closure of the company or establishment

The employer may close, in whole or in part, the company or establishment, under the following terms:

a) Closure of up to 15 consecutive days between June 1st and September 30th;

b) Closure for a period exceeding 15 consecutive days or outside the period between June 1st and September 30th, when so established in a collective regulatory instrument.

working conditions or upon favorable opinion from the workers' committee;

c) Closure for a period of more than 15 consecutive days between June 1st and September 30th, when the nature of the activity so requires;

d) Closure during the Christmas school holidays, however, not exceeding five consecutive working days.

Article 195
Vacation period scheduling

1. The vacation period must be scheduled by agreement between employer and employee.

2. In the absence of an agreement, it will be up to the employer to schedule the holidays and draw up the respective map, listening to the workers' committee for this purpose.

3. Without prejudice to the provisions of the previous article, the employer may only schedule the holiday period between the 1st of June and the 30th of September, unless there is a favorable opinion to the contrary from the entity referred to in the previous paragraph or a different provision of a collective labor regulation instrument.

4. When scheduling vacations, the most desired periods must be prorated, whenever possible, alternately benefiting workers depending on the periods taken in the previous two years.

5. Unless there is serious harm to the employer, spouses who work in the same company or establishment, as well as people who live in a de facto union or common economy, must take vacation for the same period.

6. The enjoyment of the vacation period may be interpolated, by agreement between employer and employee and provided that at least 10 consecutive working days are taken.

7. The vacation map, indicating the beginning and end of each worker's vacation periods, must be drawn up by April 1st of each year and posted in the workplace between this date and September 30th.

8. The provisions of paragraph 3 do not apply to micro-enterprises sas.

Article 196.º

Changing the vacation period scheduling

1. If, after the vacation period has been scheduled, imperative demands of the company's operation determine the postponement or interruption of the vacation that has already started, the worker has the right to be compensated by the employer for the losses that he has proven to have suffered in the assumption that he would enjoy his holidays in full during the fixed season.

2. The interruption of vacations cannot affect enjoyment followed by half the period to which the worker is entitled.

3. The vacation period may be changed whenever the employee, on the date scheduled for its start, is temporarily prevented from doing so due to a fact that is not attributable to him, and the employer, in the absence of agreement, is responsible for rescheduling the vacation period. , without being subject to the provisions of paragraph 3 of the previous article.

4. If the impediment ends before the previously scheduled period has elapsed, the worker must take the vacation days still included in this period, with the provisions of the previous paragraph applying to the scheduling of the remaining days.

5. In cases where the termination of the employment contract is subject to prior notice, the employer may determine that the vacation period is brought forward to the moment immediately before the date scheduled for the termination of the contract.

Article 197.º

Illness during vacation

1. In the event that the employee becomes ill during the vacation period, the vacation days will be suspended as long as the employer is informed of the fact, and the enjoyment of the vacation days included during that period will continue immediately after discharge. the employer, in the absence of agreement, to schedule unused vacation days, without prejudice to the provisions of no. 3 of article 204.

2. In the absence of agreement, the employer is responsible for scheduling unused vacation days, which can take place in any period, in which case paragraph 3 of the following article applies.

3. Proof of the illness referred to in paragraph 1 is provided by a hospital establishment, by declaration from the health center or by medical certificate.

4. The illness referred to in the previous paragraph may be monitored by a doctor designated by Social Security, upon request from the employer.

5. If social security does not indicate the doctor referred to in the previous paragraph within twenty-four hours, the employer designates the doctor to carry out the inspection, and the doctor cannot have any previous contractual relationship with the employer.

6. In case of disagreement between the medical opinions referred to in the previous paragraphs, the intervention of a medical board may be requested by either party.

7. In case of non-compliance with the obligations set out in the previous article and in paragraphs 1 and 2, as well as opposition, without good reason, to the inspection referred to in paragraphs 4, 5 and 6, the days of alleged illness are considered vacation days.

8. Presenting a medical declaration to the employer with fraudulent intent constitutes a false declaration for the purposes of providing just cause for dismissal.

9. The provisions of this article are regulated
tion in special legislation.

Article 198.º

Effects of suspension of the employment contract due to prolonged disability

1. In the year in which the employment contract is suspended due to prolonged impediment, in respect of the worker, if it is found to be total or partial impossibility of enjoying the right to vacation that has already expired, the employee is entitled to remuneration corresponding to the period of vacation not taken and the respective subsidy.

2. In the year in which the prolonged impediment ends, the worker is entitled to vacation under the terms set out in paragraph 2 of article 199.

3. If the end of the calendar year comes before the period referred to in the previous paragraph has elapsed or before the right to vacation has been taken, the employee may take it until September 30th of the subsequent calendar year.

4. If the contract is terminated after a prolonged impediment for the employee, the employee is entitled to remuneration and holiday allowance corresponding to the length of service provided in the year in which the suspension began.

Article 199
Effects of termination of the employment contract

1. Upon termination of the employment contract, the employee has the right to receive remuneration corresponding to a period of vacation, proportional to the length of service provided up to the date of termination, as well as the respective allowance.

2. If the contract ends before the vacation period due at the beginning of the year of cessation has been taken, the worker is still entitled to receive the remuneration and allowance corresponding to that period, which is always considered for the purposes of antique.

3. The application of the provisions of the preceding paragraphs to the contract whose duration does not, for any reason, reach 12 months, cannot result in a period of vacation greater than that proportional to the duration of the contract, this period being considered for the purposes of remuneration, substituting -dio and antiquity.

Article 200
Violation of the right to vacation

If the employer, through fault, prevents the enjoyment of vacation as set out in the previous articles, the worker receives, by way of compensation, triple the remuneration corresponding to the vacation period not taken without prejudice to the duty to immediately provide for the vacation period. missing vacation.

Article 201
Carrying out another activity during the holidays

1. The worker cannot carry out any other paid activity during holidays, unless he has already been carrying it out cumulatively or the employer authorizes him to do so.

2. Violation of the provisions of the previous paragraph, without prejudice to the worker's possible disciplinary liability, gives the employer the right to recover the remuneration corresponding to the holidays and respective allowance, half of which goes to Social Security.

3. For the purposes set out in the previous paragraph, the employer may make discounts on the employee's remuneration up to the limit of one sixth, in relation to each of the subsequent salary periods.

Article 202.º
Collective Holidays

Whenever the convenience of production justifies it due to works on the installations, repairs and/or assistance and maintenance of equipment, the employer, with the authorization of the person responsible for managing the work, may replace the vacation regime established by law with total closure or partial establishment by mutual agreement with the worker for up to 30 consecutive days, at which time all workers collectively go on vacation.

Article 203.º
Postponement or interruption of vacation due to facts linked to the employer

When an imperative requirement for the company's operation determines the postponement or interruption of vacations, the worker has the right to be compensated for the losses he or she has proven to have suffered.

Article 204
Effects of suspension due to prolonged impediment regarding the worker

1. In the year in which the employment contract is suspended due to prolonged impediment regarding the worker, only if it is found that it is total or partial impossibility of taking vacations that have already been accrued, the employee will be entitled to the remuneration corresponding to the period of vacation not taken.

2. In the event of the cessation of the prolonged impediment, the worker is entitled to the vacation period due on January 1st of that year, as if he had been working uninterruptedly, if the return to work occurs during the first semester; If the return occurs during the second semester, the worker has the right to a period of vacation equivalent to two and a half days for each of the remaining months of that period.

again.

3. Vacation days that exceed the number of days counted between the date of the worker's presentation to work, after the cessation of the impediment, and the end of the calendar year in which it occurred, are taken in the immediate year, in accumulation or not with vacation this year.

4. The prescription of the right to vacation not taken due to a fact attributable to the employer takes place two years after the end of the employment relationship, in compliance with the provisions of articles 543 to 544.

SECTION IV
Absences and Leaves

SUBSECTION I
Fouls

Article 205
Concept

1. Absence is the worker's absence from the workplace during the period in which he or she was supposed to carry out the activity to which he or she is obliged.

2. In cases where the worker is absent for periods shorter than the normal period of work to which he or she is obliged, the respective times are added to determine the normal periods of daily work missed.

3. If the employee arrives at the company with an unjustified delay equal to or greater than 30 minutes, the employer may refuse to provide work, covering the entire daily working period in which the delay occurred, not the remuneration corresponding to this period is due.

4. If the worker, without prior authorization, is absent from the workplace for more than 30 minutes during working hours, the employer may refuse to provide work for the entire normal working period.

5. For the purposes of the provisions of the previous paragraph, if the daily working periods are not uniform, the shortest period relative to a full working day is always considered.

6. The provisions of paragraphs 3 and 4 of this article do not affect the disciplinary responsibility incurred by the worker, but the period of absence imposed by the employer's refusal to receive work is not considered an unjustified absence.

Article 206
Types of faults

1. Absences can be justified or unjustified.

2. The following are considered justified absences:

a) Those given, for seven consecutive days, at the time of the wedding;

b) Those given upon the death of relatives or related;

c) Those motivated by the provision of tests in an educational establishment, in accordance with special legislation;

d) Those motivated by the impossibility of providing work due to a fact that is not attributable to the worker, namely illness, accident or compliance with legal obligations;

e) Those motivated by the need to provide urgent and essential assistance to members of their household, under the terms set out in this Code;

f) Absences of no more than four hours and only for the time strictly necessary, justified by the person responsible for the minor's education, once a quarter, to go to school in order to find out about the minor child's educational situation;

g) Those given by workers elected to collective representation structures, under the terms of this Code;

h) Those given by candidates for elections for public office, during the legal period of the respective electoral campaign;

i) Those authorized or approved by the employer;

j) Those that are qualified as such by law;

k) Those motivated by preventive detention;

l) Those given at the birth of children.

3. Absences that are not required are considered unjustified. views no previous number.

Article 207
Imperativeness

The provisions relating to the types of absences and their duration cannot be the subject of a collective labor regulation instrument, except in the case of the situations provided for in paragraph g) of paragraph 2 of the previous article or in a contract of work.

Article 208
Absences due to the death of relatives or the like

1. Pursuant to paragraph b) of paragraph 2 of article 206, the worker may be absent with justification:

a) Seven consecutive days due to the death of a spouse not separated from persons and property or of a relative or similar in the 1st degree in the straight line;

b) Three consecutive days for the death of a relative up to the 2nd degree in the direct line and 1st. degree of the collateral line.

2. The provisions of paragraph a) of the previous number apply to the death of a person living in a de facto union or common economy with the worker.

Article 209.º
Communication of justified absence

1. Justified absences, when foreseeable, must be communicated to the employer at least five days in advance.

2. When unforeseeable, justified absences must be communicated to the employer as soon as possible.

3. Communication must be repeated for justified absences immediately following those provided for in the communications indicated in the previous numbers.

Article 210.º
Proof of justified absence

1. The employer may, within 15 days following the communication referred to in the previous article, require the worker to prove the facts invoked for justification.

2. Proof of the illness provided for in paragraph d) of paragraph 2 of article 206 is provided by a document from the hospital establishment, by declaration from the health center or by medical certificate.

3. The illness referred to in the previous paragraph can be monitored by a doctor, upon request from the employer addressed to Social Security.

4. If Social Security does not indicate the doctor referred to in the previous number within twenty-four hours, the employer designates the doctor to carry out the inspection, and the employee cannot have any previous contractual relationship with the employer.

5. In case of disagreement between the medical opinions referred to in the previous paragraphs, the intervention of a medical board may be requested.

6. In case of non-compliance with the obligations set out in the previous article and in paragraphs 1 and 2 of this article, as well as opposition, without reasonable reason, to the inspection referred to in paragraphs 3, 4 and 5, the absences are considered unjustified.

7. Presenting a medical declaration to the employer with fraudulent intent constitutes a false declaration for the purposes of providing just cause for dismissal.

8. The provisions of this article are regulated tion in special legislation.

Article 211
Effects of justified absences

1. Justified absences do not result in the loss or impairment of any worker's rights, except as provided in the following paragraph.

2. Without prejudice to other legal provisions, the following absences, even if justified:

a) Due to illness, provided that the worker benefits from a social security scheme to protect against illness;

b) Due to an accident at work, provided that the worker is entitled to any benefit or insurance;

c) Those provided for in paragraph j) of paragraph 2 of article 206, when exceeding 30 days per year;

d) Those authorized or approved by the employer.

3. In the cases provided for in paragraph d) of paragraph 2 of article 206, if the worker's impediment actually or foreseeably lasts beyond one month, the regime of suspension of the provision of work for prolonged impediment.

4. In the case provided for in paragraph h) of no. 2 of article 206, justified absences confer, at most, the right to remuneration corresponding to one third of the duration of the electoral campaign, with only the worker being able to

missing half days or full days with forty-eight hours notice.

Article 212.º
Effects of unjustified absences

1. Unjustified absences constitute a violation of the duty of attendance and result in loss of remuneration corresponding to the period of absence, which is deducted from the employee's seniority.

2. In the case of unjustified absences from one or half a period of normal daily work, immediately before or after the days or half-days of rest or holidays, the worker is considered to have committed a serious infraction.

3. If the employee's presentation to begin or resume work is unjustifiably delayed by more than 30 or 60 minutes, the employer may refuse to accept the work during part or all of the normal working period, respectively. .

Article 213.º
Effects of absences on vacation entitlement

1. Absences have no effect on the employee's vacation entitlement.
worker, except as provided in the following number.

2. In cases where absences result in loss of pay, absences may be replaced, if the employee expressly so prefers, with vacation days, in the proportion of one vacation day for each day of absence, provided that the effective enjoyment of 20 working days of vacation or the corresponding proportion, if it is vacation in the year of admission.

SUBSECTION II
Licenses

Article 214.º
Concept

Prolonged absence from work is considered leave upon authorization.

Article 215
License without compensation

1. The employer may assign to the employee, on request,
In this case, license without remuneration.

2. The period of unpaid leave does not count towards seniority unless the parties agree otherwise.

3. During the same period, the rights, duties and guarantees of the parties cease to the extent that they presuppose the effective provision of work, with the worker benefiting from the license maintaining the right to the position, with the subsistence of the reciprocal duties of loyalty and respect.

4. The employer may not refuse the concession in the event of an imperative need to travel abroad for personal medical treatment, that of a spouse or child, provided that the worker proves this need by presenting a medical declaration, signed by a board of three doctors.

5. The granting of leave without remuneration is subject to the exercise of duties by the employee for a period of at least three years in the service of the employer.

6. Unpaid leave can be for 30 days, 90 days or 180 days and has a maximum period of one year.

7. Leave without pay implies the total loss of remuneration and a discount on seniority for career and retirement purposes.

Article 216.º
Formalities

The license consists of a written document signed by the employer, with each party having a copy.

SECTION V
Death Benefits

Article 217.º
Funeral expenses

1. Upon the death of the relatives referred to in paragraph b) of no. place of the funeral.

2. If expenses are incurred by people entitled to them, they are entitled to reimbursement as long as they are duly proven.

3. The provisions of this article are also applicable to people living in a de facto union.

Article 218
Receiving the subsidy

People who find themselves in the situation referred to in paragraph 3 of the previous article are only entitled to receive the benefit once in the event of the death of the person with whom they shared bed and board.

CHAPTER VI
Retribution

SECTION I
Retribution in General

Article 219.º
General principles

1. Remuneration is considered to be everything that, under the terms of the contract, the rules that govern it or usage, the worker is entitled to in return for his work.

2. Remuneration includes basic remuneration and all other regular and periodic payments.

3. Until proven otherwise, any and all services provided by the employer or employee are presumed to constitute retribution.

4. The classification of a certain benefit as remuneration, under the terms of paragraphs 1 and 2, determines the application of the guarantee and protection regimes for remunerative credits provided for in this Code.

5. In agricultural companies, the granting of plots of land to the worker for the cultivation of products intended for consumption by their household is not considered as remuneration.

Article 220.º
Calculation of complementary and ancillary benefits

1. When the legal, conventional or contractual provisions do not provide otherwise, it is understood that the basis for calculating the complementary and ancillary benefits established therein consists only of the basic remuneration and seniority payments.

2. For the purposes of the provisions of the previous paragraph, the following definitions apply:

a) Basic remuneration - that which, under the terms of the contract or collective work regulation instrument, corresponds to the exercise of the activity carried out by the worker in accordance with the normal working period that has been defined;

b) Seniority - the monetary benefit, of a remunerative nature and with periodic salary, owed to the worker, under the terms of the contract or collective labor regulation instrument, based on seniority.

Article 221.º
Retribution value

1. The worker has the right to remuneration corresponding to his professional category.

2. The employer may only reduce remuneration, with authorization from the body responsible for labor administration:

a) When there has been a change in the professional category that implies it, under the terms of this law or collective labor agreement;

b) When the employer cannot demonstrably maintain the level of remuneration paid to all or part of the workers, particularly in cases of reduced production, or reduction or suspension of work;

c) When dealing with disabled workers, with reduced work capacity, and the aim is to maintain their job.

3. The change or replacement of any remuneration benefit or accessory is not considered a reduction in remuneration, as long as the overall amount normally earned by the worker is maintained.

Article 222.º
Retribution for holidays

1. The worker is entitled to remuneration corresponding to holidays, without the employer being able to compensate them with overtime.

2. The worker who performs the work in a company legally exempt from suspending work on a mandatory holiday is entitled to compensatory rest of the same duration or to an increase of 100% of the

remuneration for the work performed that day, with the choice being up to the worker.

Article 223.º
Modalities

Retribution can be certain, variable, or mixed, i.e. It is made up of a certain part and a variable part.

Article 224
Certain retribution and variable retribution

1. Remuneration calculated according to working time is certain.

2. To determine the value of the variable remuneration, the average of the amounts that the worker received or was entitled to receive in the last 12 months or during the execution of the contract, if it lasted less time, is taken as such.

3. If the process established in the previous paragraph is not practicable, the calculation of the variable remuneration is carried out in accordance with the provisions of collective labor regulation instruments and, failing that, according to the prudent discretion of the judge.

4. The worker cannot, in each month of work, receive an amount lower than the applicable minimum guaranteed salary.

Article 225
Mixed retribution

1. The employer must seek to guide the remuneration of its workers in order to encourage the increase in productivity levels to the extent that it is possible to establish, in addition to simple work income, satisfactory bases for the definition of productivity.

2. The bases referred to in the previous paragraph must take into account the elements that contribute to the valorization of the worker, including in particular personal qualities reflected in the performance of work.

3. For the purposes of paragraph 1, the remuneration must consist of a fixed portion and another variable, with the level of productivity determined based on the respective bases of assessment.

Article 226
Gratuities

1. The following are not considered retribution:

a) Bonuses or extraordinary benefits granted by the employer as a reward or reward for good results obtained by the enterprise;

b) Benefits resulting from facts related to professional performance or merit, as well as the worker's attendance, the payment of which, in the respective reference periods, is not guaranteed in advance.

2. The provisions of the previous paragraph do not apply to bonuses that are due under the contract or the rules that govern it, even if their attribution is conditional on the employee's good services, nor to those that, due to their importance and regular nature, home and permanent, should, according to usage, be considered as an integral element of the former's retribution.

3. The provisions of paragraph 1 do not equally apply to benefits related to the results obtained by the company when, either in the respective title or due to their regular and permanent attribution, they are of a stable nature, regardless of the variability of their amount.

Article 227.º
Subsistence allowances and other allowances

1. Amounts paid as subsistence allowances, travel allowances, transport allowances, installation allowances and other equivalents for relocation or new installations, carried out at the service of the employer, are not considered remuneration.

2. The family allowance to which the worker is entitled is also not considered remuneration, its value varying inversely in relation to higher salaries.

Article 228.º
Judicial determination of retribution

It is up to the judge to set the remuneration when the parties do not do so and it does not result from the rules applicable to the contract.

Article 229.º
Payment method

1. Remuneration must be paid entirely in cash.

2. When payment is made in part with non-pecuniary benefits, these must be adequate to meet the needs of the worker and his family and in no case may he be given a value greater than that current in the region.

3. The part of the remuneration due in cash must be paid in legal tender, unless the employer intends to make payment in any other currency.

4. It is prohibited to pay part of the remuneration due in non-cash payments with alcoholic beverages or goods that are harmful to the worker's health.

5. With the employee's agreement, the employer may make payment by check, postal order or bank deposit.

Article 230
Place of fulfillment

1. The remuneration must be paid in the place where the worker carries out his activity, unless otherwise agreed.

2. Once a place other than that of the work has been stipulated, the time that the worker spends to receive remuneration is considered, for all purposes, time of service.

3. Remunerations not paid until the date of termination of the employment contract are satisfied at the place where the employee is residing.

4. It is prohibited to pay remuneration in establishments selling alcoholic beverages or public entertainment, except in the case of people who carry out their activities there.

Article 231.º
Fulfillment time

1. The obligation to pay the remuneration is due for certain and equal periods.

2. Unless stipulated or otherwise used, the obligation to pay the remuneration expires at the end of each calendar month.

3. Compliance must be carried out on working days, during the working period or immediately following it.

4. Credits resulting from the employment relationship expire one year after the end of the employment relationship if their non-requirement is due to a fact attributable to the employee and two years if due to a fact attributable to the employer.

Article 232.º
Documents to be delivered to the worker

1. When paying the remuneration, the employer must provide the employee with a document stating their name, the period to which the remuneration corresponds, a breakdown of the amounts relating to exceptional work, all discounts and deductions duly specified. , as well as the net amount to be received.

2. It is mandatory to provide the worker with the documentation referred to in the previous paragraph.

3. Failure to provide the worker with the documentation referred to in paragraph 2 will result in the employer incurring a fine corresponding to three months of the worker's monthly salary.

Article 233.º
Compensation and discounts

1. The employer cannot offset the outstanding remuneration with the credit it has on the employee, nor make any discounts or deductions from the amount of said remuneration.

2. The provisions of the previous paragraph do not apply:

a) The discounts established by law in favor of the State, Social Security or other entities;

b) Discounts determined by final court decision;

c) Compensations owed by the worker to the employer, when their amount has been established by agreement or, in the absence of such, when they are settled by court decision.

final and unappealable decision, and the refunds that refer to cases of theft, theft, fraud or other frauds that seriously harm the company's financial interests or that cause the loss of trust, as well as in cases of the practice of bribery or corruption that causes a loss of trust in the worker and that also seriously harms the company's financial interests or harms its prestige;

d) Replacement of the value of company assets negligently destroyed or damaged by the worker;

e) Fines applied in disciplinary proceedings;

f) Prices for meals at the workplace, the use of goods and the supply of company products or services, when the worker expressly requests it;

g) Allowances or advances on account of remuneration.

3. The discounts referred to in subparagraphs c), d), e), f) of the previous paragraph cannot, as a whole, exceed one third of the remuneration due in cash.

Article 234
To whom should the remuneration be paid?

1. Remuneration is paid directly to the worker, except for remuneration due for work performed by minors and in which there is written opposition from their legal representatives.

2. The employer is prohibited from restricting in any way the freedom of the worker to dispose of the remuneration received according to his/her will.

3. The employer is prohibited from exerting any pressure on the worker to acquire for consideration any goods from the company itself or provided through it.

4. The products made available to the worker and the services provided to him in canteens, cafeterias, storerooms or similar structures of the company must be sold for a fair price, not exceeding that practiced in the region, and must never be for profit purposes.

5. All workers in the same company under identical contractual conditions have the right to receive equal pay for work of equal value, with any pay discrimination being prohibited.

6. Above the minimum remuneration values guaranteed by law and collective agreements, bonuses and other remuneration incentives may be granted to workers, as long as they are objectively based on the special quality of their services.

Article 235
Unseizability and non-assignability

1. Retribution is unseizable, under the terms and within the limits established by general law.

2. The worker cannot transfer, freely or generously, his credits for remuneration, to the extent that these cannot be seized.

Article 236
Credit privilege

1. In the event of bankruptcy or insolvency of the employer, the claims arising from the employment contract will be satisfied with priority over all others, with the exception of those of the State and Social Security.

2. All credits, even relating to the termination of the contract, relating to the last six months enjoy privilege over any other credit, including those from the State and Social Security, in accordance with articles 251 to 253.

3. The credit privilege of workers is exercised over the universality of the debtor's movable and immovable assets.

SECTION II
National Minimum Wage

Article 237.º
Concept

Minimum wage is the minimum payment due and paid directly by the employer to every worker, including rural workers, without distinction of sex, per normal day of work and, capable of satisfying, at a given time, their normal food needs , housing, clothing, education, transport, health and hygiene.

Article 238.º
Determination of the amount

1. The minimum wage is determined by the formula Sm=a+b+c+d+e+f, in which a, b, c, d, e and *f*, represent, respectively, the value of daily food expenses , housing, clothing, education, hygiene and transport necessary for the life of an adult worker.

2. The portion corresponding to food has a minimum value equal to the values in the list of provisions, contained in the tables duly approved by the Government, necessary for the daily nutrition of the adult worker.

3. The Ministry responsible for the Labor area periodically reviews the tables referred to in paragraph 2 of this article.

Article 239.º
Minimum wage update

The defined minimum wage is subject to periodic updating, depending on inflation, through a joint order from the Ministers in charge of the areas of Labor and Finance.

Article 240.º
Salary per job or task

1. When the salary is adjusted per contract or agreed per task or piece, the worker is guaranteed a daily remuneration never lower than the minimum wage, per normal day.

2. The provisions of paragraph 1 of this article apply to subcontracting contracts with the necessary adaptations.

3. When the minimum monthly salary of the worker, the commission or who is entitled to the percentage is made up of a fixed part and a variable part, he/she is guaranteed the minimum wage, with any discount in the subsequent month as compensation being prohibited.

Article 241
Minimum wage for unhealthy work

When it comes to setting the minimum wage for workers who work in unhealthy places, the competent state guardianship entity may increase it up to half of the minimum wage defined for the sector.

Article 242.º
Work from home

The minimum wage is payable to the home worker, considering this as the salary carried out in the employee's home or in his family workshop on behalf of the employer who pays him.

Article 243.º
Minimum monthly wage for minors

Without prejudice to the application of the provisions of article 244, workers under the age of 18 are guaranteed the following minimum monthly remuneration:

a) For workers under the age of 16, a minimum remuneration equal to 50% of the respective minimum monthly, inter-professional or sectoral remuneration;

b) For workers aged between 16 and 18, a minimum remuneration equal to 60% of the respective minimum monthly, inter-professional or sectoral remuneration.

SECTION III
Salary Protection

Article 244
Salary guarantees in case of bankruptcy or insolvency

1. In the event of bankruptcy or insolvency of the employer, salary benefits or compensation owed to workers have preference over any other credits owed to the employer, including State or Social Security credits and enjoy privileges. movable and real estate rights, within the following limits:

a) The limits of the minimum values established by law or collective labor agreement, in the case of salary benefits, due during the six months prior to the declaration of bankruptcy;

b) The limit of values calculated in accordance with the law, in the case of compensation, due three months before the opening of the bankruptcy process;

c) The limits established by law, in the case of salary benefits or compensation due before the deadlines set out in the provisions.

neas a) and b), if legal action has been proposed for its recovery, before the start of the bankruptcy process.

2. Credits that enjoy preference under the terms of the previous number are paid in full or, if the assets are insufficient to guarantee the credits of all workers, by apportioning the value of the assets, before the other creditors can be paid.

3. The credits of workers who do not meet the requirements set out in paragraph 1 of this article must be claimed in the bankruptcy or insolvency process and, if recognized, must be graduated and paid in accordance with civil law and civil procedure.

4. Whenever the credits referred to in paragraph 1 are guaranteed and paid by an institution or salary guarantee fund, this is subrogated to the rights conferred on the worker, under the terms of paragraph 2 of this article.

Article 245
Unseizability of base salary

1. The basic legal minimum wage cannot be seized.

2. In the part that exceeds the legal minimum, the salary can be seized at 25% of the respective value, with the same seizability limit being applied to other credits and salary supplements of the worker.

Article 246
Prohibition of salary transfer

1. The worker may not assign his salary credit, whether free or for consideration.

2. Contractual clauses in which the worker's right to salary is renounced or in which the free provision of work is established or the payment of salary is made dependent on any fact of uncertain verification.

CHAPTER VII
Maternity and Paternity Protection

SECTION I
General Provisions

Article 247.º
Maternity and paternity

1. Motherhood and fatherhood constitute values eminent social groups.

2. Mothers and fathers have the right to protection from society and the State in carrying out their irreplaceable action in relation to their children, particularly regarding their education.

Article 248
Concepts

1. For the purposes of exercising the rights conferred in this SECTION, the following definitions apply:

a) Pregnant worker – any worker who informs the employer of her pregnancy status, in writing, with the presentation of a medical certificate;

b) Postpartum worker – any worker who is giving birth and during a period of 25 days immediately after giving birth, who informs the employer of her condition, in writing, with presentation of a medical certificate;

c) Breastfeeding worker – any worker who breastfeeds her child and informs the employer of her condition, in writing, with the presentation of a medical certificate.

2. The rights in this article conferred on maternity protection are guaranteed to paternity or whoever replaces it if the mother is unable to enjoy them.

Article 249
Maternity leave

1. The worker is entitled to maternity leave of 14 weeks, eight of which must be taken immediately after giving birth, with the remainder being able to be taken, in whole or in part, before or after giving birth.

2. In the case of multiple births, the period of leave provided for in the previous paragraph is increased by 15 days for each twin in addition to the first.

3. In situations of clinical risk for the worker or the unborn child, preventing the exercise of functions, regardless of the reason that determines this impediment, if the exercise of functions or location compatible with her condition is not guaranteed, the worker enjoys the right to leave, prior to giving birth, for the period of time necessary to prevent the risk, established by medical prescription, without prejudice to the maternity leave provided for in paragraph 1.

4. If the mother or child is hospitalized during the period of leave following birth, this period is suspended, at the mother's request, for the duration of the hospitalization.

5. The leave provided for in paragraph 1, with a minimum duration of two weeks and a maximum of four, is granted to the worker in the event of a spontaneous or eugenic abortion.
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Article 250
Assistance to minors with disabilities

1. The mother or father has the right to special working conditions, namely a reduction in the normal working period, if the minor has a disability or chronic illness and lives with both parents.

2. The provisions of the previous paragraph are applicable, with the necessary adaptations, to guardianship, judicial or administrative trust and adoption, in accordance with the respective regime.

Article 251.º
Adoption and similar situations

1. In the case of adoption of a minor under 15 years of age, the candidate for adoption or the person to whom, in court, parental authority or guardianship is granted, has the right to 30 consecutive days of leave to monitor the minor in whose situations the above refer, starting from judicial trust, to the legal diploma that regulates the legal regime of these situations.

2. In the cases provided for in paragraph 1, where there are two candidates, the license referred to in this paragraph may be divided between them.

Article 252.º
Exemptions for consultations, breastfeeding and breastfeeding

1. Pregnant workers have the right to be released from work to attend prenatal consultations, for the necessary and justified time and number of times.

2. A mother who is proven to be breastfeeding her child has the right to interrupt work for that purpose, for one hour or two periods of half an hour, without loss of remuneration for up to two years after giving birth.

3. If there is no room for breastfeeding, the mother is entitled to the exemption referred to in the previous paragraph for breastfeeding, until the child is six months old.

4. The worker must inform the employer of her status, with a view to exercising her rights, as well as present the necessary proof when requested.

Article 253.º
Absences for assistance to minors

1. Workers have the right to be absent from work, up to a maximum limit of 30 days per year, to provide urgent and essential assistance, in the event of illness or accident, to children, adopted children or stepchildren under the age of 10.

2. In the case of hospitalization, the right to absence extends for the period it lasts, in the case of children under 10 years of age, but cannot be exercised simultaneously by the father and mother or equivalent.

3. The provisions of the previous paragraphs are applicable to workers who have been granted guardianship, or entrusted with custody of the child, by court decision.

Article 254
Absences to care for grandchildren

1. The worker may be absent for up to 30 consecutive days, following the birth of grandchildren who are children of teenagers under the age of 16, as long as they live with him in shared living and dining arrangements and his provision of assistance to the same.

2. Proof that the assistance is truly provided, in order to benefit from the provisions of paragraph

above, must be carried out by inspectors from the General Labor Inspectorate.

Article 255
Absences to assist a person with a disability or chronic illness

The provisions of article 257 apply, regardless of age, if the adopted child or child of the spouse who lives with the spouse has a disability or chronic illness.

Article 256
Working time

1. Workers with one or more children under 12 years of age have the right to work part-time or with flexible working hours.

2. The provisions of the previous paragraph apply, regardless of age, in the case of a child with a disability, under the terms provided for in special legislation.

3. Workers who are pregnant, have recently given birth or are breastfeeding have the right to be exempt from carrying out their work under an adaptable working period.

4. The right referred to in the previous paragraph may be extended to cases in which there is no place for breastfeeding, when the practice of a schedule organized in accordance with the adaptability regime affects the requirements for regularity of breastfeeding.

Article 257.º
Supplementary work

Workers who are pregnant or have children under 12 months of age are not obliged to provide additional work.

Article 258
Working at night

1. The worker is exempt from working between 8 pm on one day and 7 am on the following day:

a) During a period of 112 days before and after birth, at least half of which before the presumed date of birth;

b) During the remaining period of pregnancy, if a medical certificate is presented certifying that this is necessary for your health or that of the unborn child;

c) For the entire duration of breastfeeding, if a medical certificate is presented certifying that this is necessary for your health or that of the child.

2. The worker exempted from night work must be assigned, whenever possible, a compatible daytime work schedule.

3. The worker is dismissed from work whenever it is not possible to apply the provisions of the previous paragraph.

Article 259
Professional reinsertion

In order to guarantee the worker's full professional reintegration, after the end of the leave to care for a child or adopted child and to care for a person with a disability or chronic illness, the employer must allow their participation in professional training and retraining activities.

Article 260
Safety and health protection

1. Pregnant, postpartum or breastfeeding workers have the right to special safety and health conditions in the workplace, in order to avoid exposure to risks to their safety and health, in accordance with the following paragraphs.

2. Without prejudice to other obligations provided for in special legislation, in activities that may present a specific risk of exposure to agents, processes or working conditions, the employer must assess the nature, degree and duration of the exposure of the pregnant worker , postpartum or breastfeeding women, in order to determine any risk to their safety and health and the repercussions on pregnancy or breastfeeding, as well as the measures to be taken.

3. Without prejudice to the rights to information and consultation provided for in special legislation, workers who are pregnant, have recently given birth or are breastfeeding have the right to be informed, in writing, of the results of the assessment referred to in the previous paragraph, as well as of the protection measures that are taken.

4. Whenever the results of the assessment referred to in paragraph 2 reveal risks to work safety or health,

pregnant, postpartum or breastfeeding worker or repercussions on pregnancy or breastfeeding, the employer must take the necessary measures to avoid exposing the worker to these risks, namely:

a) Adapt working conditions

you know;

b) If the adaptation referred to in the previous paragraph is impossible, excessively time-consuming or too costly, assign the pregnant, postpartum or breastfeeding worker other tasks compatible with their status and professional category;

c) If the measures referred to in the previous paragraphs are not feasible, exempt the worker from work for the entire period necessary to avoid exposure to risks.

5. Pregnant, postpartum or breastfeeding workers are prohibited from carrying out all activities whose assessment has revealed risks of exposure to agents and working conditions, which endanger their safety or health.

6. Activities likely to present a specific risk of exposure to agents, processes or working conditions referred to in paragraph 2, as well as the agents and working conditions referred to in the previous paragraph, are determined in special legislation.

Article 261

Regime of licenses, absences and layoffs

1. They do not determine the loss of any rights and, except for remuneration, absences from work resulting from

so many:

a) Taking maternity leave and in case of miscarriage or in the situations provided for in paragraph 6 of the previous article.

b) The enjoyment of the license under the terms of article 256;

c) Absences to assist minors;

d) Exemptions from work for workers who are pregnant, have recently given birth or are breastfeeding, for reasons of protecting their safety and health;

e) Exemptions from night work;

f) Absences to care for children with disabilities or chronic illnesses.

2. Exemptions for consultation, breastfeeding and breastfeeding do not result in the loss of any rights and are considered as an effective provision of service.

3. The periods of parental and special leave provided for in articles 256 to 262 are taken into account for the formation rate of disability and old-age pensions of the Social Security schemes.

Article 262.º

Protection upon dismissal

1. The dismissal of a pregnant, postpartum or breastfeeding worker always requires a prior opinion from the entity that has competence in the area of work.

2. Dismissal due to a fact attributable to a pregnant, postpartum or breastfeeding worker is presumed to have been done without just cause.

3. The opinion referred to in paragraph 1 must be communicated to the employer and employee within 30 days following receipt of the dismissal process by the competent entity.

4. The procedure for dismissing a pregnant, postpartum or breastfeeding worker is invalid if the opinion referred to in paragraph 1 has not been requested, with the burden of proving this fact being on the employer.

5. If the opinion referred to in paragraph 1 is unfavorable to dismissal, this can only be carried out by the employer after a court decision recognizing the existence of a justifying reason.

6. The judicial suspension of the dismissal of a pregnant worker, who has recently given birth or is breastfeeding is only not decreed if the opinion referred to in paragraph 1 is in favor of the dismissal and the court considers that there is a serious probability of verifying the just cause .

7. If the dismissal of a pregnant worker, a worker who has recently given birth or is breastfeeding is declared unlawful, she is entitled, as an alternative to reinstatement, to compensation calculated in accordance with the terms set out in this Code.

8. In the case of a micro-enterprise or in relation to a worker who works in administration or management, the employer cannot oppose the planned reinstatement of a pregnant worker, who has recently given birth or is breastfeeding.

SECTION II
Activities Conditioned or Prohibited

Pregnant, postpartum or lactating workers

Article 263.º
Conditioned activities

Pregnant, postpartum or breastfeeding workers are subject to activities that involve exposure to physical agents that could cause fetal harm or detachment of the placenta, namely:

a) Shocks, mechanical movements or movements;

b) Manual movement of loads that pose risks, particularly to the back, or whose weight exceeds 10 kg;

c) Noise;

d) Non-ionizing radiation;

e) Extreme temperatures of cold or heat;

f) Movements and postures, movement both inside and outside the establishment, mental and physical fatigue and other physical overloads linked to the activity carried out.

Article 264
Biological agents

Pregnant, postpartum or breastfeeding workers are subject to all activities in which there may be a risk of exposure to biological agents.

Article 265
Chemical agents

Pregnant, postpartum or breastfeeding workers are subject to all activities in which there may be a risk of exposure to:

a) Dangerous chemical substances and preparations qualified as one or more of the following risk phases: «R40 - possibility of irreversible effects», «R45 - may cause cancer»,
“R49 may cause cancer through inhalation” and “R63 – possible risks during pregnancy of undesirable effects on the offspring” in terms of the classification, packaging and labeling of dangerous substances and preparations;

b) Mercury and its derivatives;

c) Antimitotic medications;

d) Carbon monoxide;

e) Dangerous chemical agents of formal skin penetration;

f) Substances or preparations that release the substances referred to in the previous article in industrial processes.

CHAPTER VIII
Minors' work

SECTION I
Admissibility Conditions

Article 266
Conditions

1. The employer must provide the minor with working conditions appropriate to their respective age that protect their safety, health, physical, psychological and moral development, education and training, preventing, in particular, any risk resulting from the lack of experience, or lack of awareness of existing or potential risks or the level of development of the
nor.

2. The employer must, in particular, assess the risks related to work before the minor starts working and whenever there is any important change in working conditions, focusing in particular on:

a) Equipment and organization of the place and workstation;

b) Nature, degree and duration of exposure to physical, biological and chemical agents;

c) Choice, adaptation and use of work equipment, including agents, machines and devices and their respective use;

d) Adaptation of work organization, work processes and execution;

e) Degree of knowledge of the minor regarding the execution of the work, the risks to safety and health and preventive measures.

3. The employer must inform the minor and his or her legal representatives of the identified risks and the measures taken to prevent these risks.

4. The employer must ensure the registration of the minor worker at his service in the general social security regime, in accordance with the respective legislation.

5. Emancipation does not affect the application of standards relating to the protection of health, education and training of minor workers.

Article 267.º
Professional training

1. The State must provide minors who have completed compulsory education with appropriate professional training to prepare them for active life.

2. The employer must ensure the professional training of the minor at his service, requesting the collaboration of competent bodies whenever he does not have the means to do so.

Article 268
Admission to work

1. Only minors who have reached the minimum age for admission, have completed compulsory education and have the physical and mental capabilities appropriate to the job may be admitted to work, whatever the type and type of payment. .

2. The minimum age for admission to work is 15 years old.

3. Minors over the age of 14 who have completed compulsory education may perform light work that, due to the nature of the tasks or the specific conditions in which they are carried out, are not likely to harm their safety and health, their attendance -education, their participation in guidance or training programs and their ability to benefit from the instruction provided, or their physical, psychological, moral, intellectual and cultural development in activities and conditions to be determined in special legislation.

4. The employer must communicate to the Labor Inspectorate, within the following eight days, the admission of a minor carried out under the terms of the previous number.

5. Light work is considered to be any work the performance of which does not jeopardize the physical, psychological or mental development of the minor.

Article 269
Admission to work without compulsory education or professional qualifications

1. Minors under the age of 14 who have completed compulsory education but do not have a professional qualification, as well as minors who have completed the minimum admission age without having completed compulsory education or who do not have a professional qualification, can only be admitted to work as long as the following conditions are cumulatively met:

a) Frequent type of education or training that confers compulsory education and a professional qualification, if not completed, or a professional qualification, if completed schooling;

b) In the case of a fixed-term employment contract, its duration is not less than the total duration of training, if the employer assumes responsibility for the training process, or allows a minimum period of training to be carried out, if this responsibility is position of another entity;

c) The normal working period includes a part reserved for training corresponding to at least 40% of the maximum limit established by law, applicable collective regulations or the period practiced full-time, in the respective category;

d) Working hours allow participation in education or professional training programs.

2. The provisions of the previous paragraph do not apply to minors who only work during school holidays.

3. The employer must communicate to the General Labor Inspectorate, within the following eight days, the admission of minors carried out under the terms of the previous number.

Article 270.º
Training and communication

The implementation of the provisions of paragraph 1 of the previous article, as well as incentives and financial support for the professional training of minors, are the subject of special legislation.

Article 271.º
Conclusion of the employment contract

1. An employment contract signed directly with a minor who has reached the age of 16 and completed compulsory education is valid, unless written objection is made by his or her legal representatives.

2. The contract concluded directly with a minor who has not reached the age of 16 or has not completed compulsory education is only valid with written authorization from their legal representatives.

3. The opposition referred to in paragraph 1, as well as the revocation of the authorization required in the previous paragraph, may be declared at any time, becoming effective after 30 days.

4. When declaring opposition or revocation of authorization, the legal representative may reduce the period provided for in the previous paragraph by up to half, demonstrating that this is necessary to attend an educational establishment or professional training course.

5. The minor has the capacity to receive the remuneration due for his work, unless there is written opposition from his legal representatives.

6. If there is opposition referred to in the previous number, 50% of the remuneration due must be deposited by the employer in accordance with the order of the smaller.

Article 272.º
Termination of the contract by the minor

1. If the minor, in the situation referred to in article 269, terminates the open-ended employment contract during training, or in an immediately subsequent period of equal duration, he must compensate the employer in an amount corresponding to the direct cost of the training , as long as it is demonstrably assumed by the latter.

2. The provisions of the previous number are equally applicable if the minor terminates the employment contract to term.

3. The provisions of the previous paragraph do not apply to minors who only work during school holidays.

SECTION II
Special Rights

Article 273.º
Health and education protection guarantees

1. Without prejudice to the obligations established in special provisions, the employer must submit the minor worker to medical examinations to guarantee their safety and health, namely:

a) Health examination that certifies the physical and mental capacity adequate to perform the duties, to be carried out before the start of work, or within 15 days after admission if this is urgent and with the consent of the legal representatives of the smaller;

b) Half-yearly medical examination, to prevent the exercise of professional activity from causing harm to their health and physical and mental development.

2. The provision of work that, due to its nature or the conditions under which it is provided, is harmful to the physical, mental and moral development of minors is prohibited.

Article 274
Special rights of minors

1. In particular, minors are guaranteed the following rights:

a) Leave without pay to attend professional training programs that confer a degree of educational equivalence, except when its use is likely to cause serious harm to the employer, and without prejudice to the special rights conferred in this law on work. student-cultivator;

b) Transition to part-time work, in relation to the minor in the situation referred to in subparagraph a) of paragraph 1 of article 269, fixing, in the absence of agreement, the duration week-

end of work in a number of hours that, added to school or training duration, totals forty hours per week.

2. In the case provided for in subparagraph b) of the previous paragraph, the minor may be granted, for a period of one year, renewable, if successful, a scholarship to compensate for the loss of remuneration, taking into account the household income and remuneration lost, under the terms and conditions to be defined in special legislation.

3. Minors are prohibited from carrying out the activities listed in Annex IV of this Code.

Article 275

Maximum limits on normal working hours

1. The normal working period of minors, even under an adaptable working time regime, cannot exceed eight hours each day and forty hours each week.

2. Collective labor regulation instruments must reduce, whenever possible, the maximum limits of normal working periods for minors.
res.

3. In the case of light work carried out by minors under the age of 16, it cannot be more than seven hours per day and 35 hours per week.

Article 276.º

Exemption from working hours with adaptability

The minor worker has the right to exemption from working hours organized in accordance with the working time adaptability regime if a medical certificate is presented stating that such practice may harm their health or safety at work.

Article 277.º

Prohibition of overtime work

Minor workers cannot provide additional work.

Article 278.º

Working at night

1. The work of minors under this age is prohibited to 16 years old between 6 pm one day and 6 am the next day.

2. Minors aged 16 or over cannot work between 10 pm on one day and 7 am on the following day, without prejudice to the provisions of paragraph 3.

3. By means of a collective labor regulation instrument, minors aged 16 or over may perform night work in specific sectors of activity, except in the period between zero hours and five hours.

4. Minors aged 16 or over may work at night, including the period between zero hours and five hours, whenever this is justified for objective reasons, in activities of a cultural, artistic, sporting or advertising nature , provided that compensatory rest of the same number of hours is granted, to be taken the following day, except on public holidays and Sundays, which will be carried over to the next working day.

5. In the cases of paragraphs 3 and 4, the minor must be supervised by an adult while performing night work, if such supervision is necessary to protect his or her safety or health.

6. The provisions of paragraphs 2, 3 and 4 are not applicable if the provision of night work by a minor aged 16 or over is essential, due to abnormal and unpredictable facts or even exceptional circumstances. predictable, the consequences of which could not be avoided, as long as there are no other workers available and for a period not exceeding five working days.

7. In the situations referred to in the previous paragraph, the minor has the right to compensatory rest with an equal number of hours, to be enjoyed during the following three weeks.

Article 279.º

Rest interval

1. The minor's daily work period must be interrupted by an interval lasting between one and two hours, so that he does not perform more than four hours of consecutive work, if he is under 16 years of age, or four hours and 30 minutes, if you are 16 years of age or older.

2. A collective labor regulation instrument may establish a rest interval duration exceeding two hours, as well as the frequency and duration of other rest intervals

during the daily work period or, in the case of a minor aged 16 or over, the break may be reduced to 30 minutes.

Article 280.º
Daily rest

1. The working hours of minors under the age of 16 must ensure a minimum daily rest of fourteen consecutive hours, between working periods of two successive days.

2. The working hours of minors aged 16 or over must ensure a minimum daily rest period of 12 consecutive hours, between working periods of two successive days.

3. In relation to minors aged 16 years or over, the daily rest provided for in the previous paragraph may be reduced by collective labor regulation instrument if justified by objective reasons, as long as it does not affect their safety or health and the reduction is compensated in the following three days for:

a) Carry out work in the tourism, hotel and restaurant sectors, in hospitals and other health establishments and in activities characterized by periods of work divided throughout the day;

b) And, whenever necessary, ensure rest breaks during the normal daily work period.

4. The provisions of paragraph 2 do not apply to minors aged 16 or over who perform casual work for a period not exceeding one month or work whose normal duration does not exceed twenty hours per
week:

a) In domestic service carried out in a household;

b) In a family business and as long as it is not harmful, harmful or dangerous to the minor.

Article 281
weekly rest

1. Minors have the right to two days of rest, if possible consecutive, in each seven-day period, unless, in the case of minors aged 16 or over, there are technical or organizational reasons of work to be defined by collective labor regulation instrument justify that the weekly rest lasts 36 consecutive hours.

2. Weekly rest may be one day for minors aged 16 years or over who perform casual work for a period not exceeding one month or work whose normal duration does not exceed 20 hours per week, as long as the reduction is justified for objective reasons and the minor has adequate rest:

a) The employer, in the case of multiple jobs, must be informed by the minor or his legal representative, before admission, of the existence of another job and the duration of work and corresponding weekly rest periods;

b) Each employer, the duration of work and weekly rest periods taken in the service of the others.

3. The employer who, having been previously informed under the terms of the previous paragraph, signs an employment contract with the minor or who changes the duration of work or weekly rest periods is responsible for complying with the provisions of paragraph 1.

Article 282.º
Participation of minors in shows and others activities

The participation of minors in shows and other activities of a cultural, artistic or advertising nature is regulated in special legislation.

CHAPTER IX

Worker with Disability or Chronic Illness

Article 283.º
Equal treatment

1. Workers with disabilities or chronic illnesses are entitled to the same rights and are subject to the same duties as other workers in accessing employment, professional training and promotion and working conditions, without prejudice to the specificities inherent to their situation.

2. The State must encourage and support the employer's action in hiring workers with disabilities or chronic illnesses.

3. The State must encourage and support the employer's action in the professional readaptation of workers with disabilities or supervening illnesses.

Article 284
Employer positive action measures

1. The employer must promote the adoption of appropriate measures so that a person with a disability or chronic illness has access to a job, can exercise it or progress in it, or for professional training to be provided, except if such measures imply disproportionate burdens on the employer.

2. The State must encourage and support, by whatever means are considered convenient, the employer's action in achieving the objectives referred to in the previous paragraph.

3. The costs referred to in paragraph 1 are not considered disproportionate when they are, under the terms provided for in special legislation, compensated by State support for people with disabilities or chronic illnesses.

Article 285
Exemption from working hours with adaptability

A worker with a disability or chronic illness has the right to be exempt from working hours organized in accordance with the working time adaptability regime if a medical certificate is presented stating that such practice may harm their health or safety at work. .

Article 286
Supplementary work

Workers with disabilities or chronic illnesses are not subject to the obligation to provide additional work.

Article 287.º
Working at night

A worker with a disability or chronic illness is exempt from working between 8 pm and 7 am the following day if a medical certificate is presented stating that such practice harms their health or safety at work.

Article 288
Protective measures

Regardless of the provisions of this SUBSECTION, special measures to protect workers with disabilities or chronic illnesses may be established by law or instrument regulating the work collective, particularly with regard to their admission, conditions for carrying out the activity, adaptation of jobs and incentives for the worker and the employer, always taking into account their respective interests.

CHAPTER X
Student worker

Article 289.º
Concept

1. A student worker is considered to be someone who performs an activity under the authority and direction of another and who attends any level of school education, including postgraduate courses, in an educational institution.

2. Maintaining the Worker-Student Statute is conditioned by obtaining academic achievement, under the terms provided for in special legislation.

Article 290.º
Working hours

1. The student worker must benefit from specific working hours, with flexibility adjustable to the frequency of classes and the inherent travel to the respective educational establishments.

2. When it is not possible to apply the regime provided for in the previous paragraph, the student worker benefits from work exemption to attend classes, under the terms set out in special legislation.

Article 291.º
Provision of assessment tests

The student worker has the right to be absent to take assessment tests, under the terms set out in special legislation.

Article 292.º
Shift regime

1. Student workers who work on a shift basis have the rights conferred in article 159 as long as the adjustment of working periods is not totally incompatible with the functioning of that scheme.

2. In cases where it is not possible to apply the provisions of the previous paragraph, the worker has preference in occupying jobs compatible with their professional aptitude and with the possibility of participating in the classes they intend to attend.

Article 293.º
Vacation and leave

1. Student workers have the right to schedule holidays according to their academic needs, unless this proves to be incompatible with the holiday schedule drawn up by the employer.

2. Student workers have the right, each calendar year, to benefit from leave provided for in special legislation.

Article 294
Professional effects of school appreciation

The student worker must be provided with opportunities for professional promotion appropriate to the appreciation obtained in the courses or through the knowledge acquired.

Article 295
Complementary legislation

The regime of this subsection is subject to regulation lamentation in special legislation.

CHAPTER XI
Migrant Work

SECTION I
Foreign Worker

Article 296.º
Scope

1. Foreign employers must create conditions for the integration of qualified São Tomé workers in jobs of greater technical complexity and in management and administrative positions.

nistration of companies operating in the country, through "in-job training".

2. Foreign workers who carry out professional activities in the country have the right to equal treatment and opportunities in relation to national workers within the framework of the norms and principles of international law and in compliance with the reciprocity clauses agreed between São Tomé and Príncipe and any other country, without prejudice to the provisions of laws that reserve certain functions exclusively for national citizens or that provide for restrictions on the recruitment of foreigners due to the public interest.

3. Employers, whether national or foreign, may only employ individuals of foreign nationality, even if on an unpaid basis, with competent authorization from the Ministry responsible for the area of Labor or the entities to which it delegates.

4. The provisions of the previous paragraph also apply to administrators, directors, managers and agents, as well as to employers representing foreign companies in relation to employees or delegates of their representations.

5. Exempt from the provisions of paragraphs 3 and 4 of this article are agents and representatives of employers to whom a work permit is granted.

6. Without prejudice to the applicable law and in relation to the posting of workers, the provision of subordinate work in São Tomé territory by a foreign citizen is subject to the rules of this Code.

7. If a foreign company operating in the national territory practices or applies more favorable treatment to the worker than that provided for in this Code, in accordance with its national legislation, this treatment will be applied to the worker.

Article 297.º
Conditions for hiring foreign workers

1. The foreign worker must have the professional qualifications and specialty that the country needs and their admission can only take place if there are no nationals who have such qualifications or their number is insufficient.

2. Whenever the entities referred to in paragraphs 3 and 4 of the previous article intend to use the services of individuals of foreign nationality, they must request it from the Ministry in charge of the Labor area, indicating their name, headquarters and branch of activity, identification of the workers to be hired, the tasks to be performed, the expected remuneration, duly proven professional qualifications and the duration of the contract.

3. The mechanisms and procedures for hiring individuals of foreign nationality, as well as the conditions for exercising management and leadership functions, comply with the following requirements:

a) For management/leadership positions, a mandatory minimum quota of 20% of national workers is established, which foreign companies must have at their service;

b) The hiring of technical staff complies with the provisions of paragraph 1 of article 298;

c) The hiring provided for in the previous paragraph must be accompanied simultaneously by that of national staff who, receiving on-the-job training, replace foreigners at the end of their term.
deal.

4. The foreign worker who is authorized to carry out a subordinate professional activity in São Tomé territory enjoys the same rights and is subject to the same duties as the São Tomé worker.
with.

Article 298.º
Formalities

1. The employment contract signed with a foreign citizen, for the provision of activity carried out in São Tomé territory, in addition to being in written form, in accordance with paragraph 3 of the previous article, is subordinated for a maximum period of three years.

2. Without prejudice to the provisions of the law granting residence authorization, the hiring of foreign citizens is prohibited when entering the country on a diplomatic, courtesy, tourist, visitor, business and student visa.

3. Foreign workers with temporary residence must not remain in the national territory after the period of validity of the contract under which they entered São Tomé and Príncipe.

4. The provisions of articles 58, 59 and 60 apply to the hiring of foreign workers with the necessary adaptations.

Article 299.º
Communication duties

The conclusion or termination of employment contracts referred to in this SECTION determines the fulfillment of reporting duties to the competent entity, namely the Ministry in charge of the area of Labor and the Migration and Borders Services.

Article 300
Stateless persons

The regime contained in this SECTION applies to the work work for stateless people in the São Tomé Territory.

SECTION II
Workers of Foreign Companies

Article 301
National workers abroad

1. When there are national workers being hired to work in companies abroad, the contract must be written down and a copy of it must be deposited with the Ministry responsible for the Labor area up to 30 days before the worker embarks.

2. The obligation for the contract to be reduced to writing applies to any field of work activity carried out abroad.

Article 302.º
Remuneration due

Of the remuneration owed to the workers referred to in the previous article, a portion equivalent to one third must be transferred monthly and deposited in an account in the expatriate national worker's current account, in accordance with the terms of the aforementioned article.

CHAPTER XII
Companies

Article 303.º
Types of companies

1. Consider:

a) Micro-enterprise that employs a maximum of five workers;

b) Small companies that employ more than six up to a maximum of 40 workers;

c) Medium-sized company that employs more than 41 up to a maximum of 150 workers;

d) Large company employing more than 150 workers.

2. For the purposes of the previous paragraph, the number of workers is calculated using the average of the previous calendar year.

3. In the year in which the activity begins, the determination of the number of workers is reported to the day of the occurrence of the event that determines the respective regime.

Article 304
Plurality of employers

1. The worker may undertake to provide work to several employers between whom there is a corporate relationship of reciprocal, controlling or group participation, provided that the following requirements are cumulatively met:

a) The employment contract consists of a written document, which stipulates the activity to which the worker is obliged, the location and the normal period of work;

b) All employers are identified;

c) The employer who represents others in the fulfillment of duties and the exercise of rights arising from the employment contract is identified.

2. The provisions of the previous number also apply to employers who, regardless of their corporate nature, maintain co-operative organizational structures.
worlds

3. Employers who benefit from the provision of work are jointly and severally responsible for fulfilling the obligations arising from the employment contract concluded under the terms of the previous paragraphs whose creditor is the worker or third parties.

4. Once the verification of the assumptions set out in paragraphs 1 and 2 ceases, the worker is considered to be solely linked to the employer referred to in paragraph c) of paragraph 1, unless otherwise agreed.

5. Violation of the requirements indicated in paragraph 1 gives the worker the right to choose the employer to which he or she is solely bound.

CHAPTER XIII
Suspension of the Employment Contract due to Prolonged Offside

Article 305
Concept

1. The suspension of an employment contract consists of the cessation of the provision of service as well as the provision.

2. The worker's main obligation to provide the service and the employer's obligation to pay the salary are suspended.

3. However, the ancillary obligations of both parties remain.

Article 306
Effects of suspension

1. The suspension of the employment contract due to prolonged impediment regarding the worker or the employer determines the termination of the rights, duties and guarantees of the parties to the extent that they presuppose the effective provision of work, unless otherwise provided.

2. The period of suspension is counted for seniority purposes.

3. During the suspension period, the period for expiry purposes is not interrupted and either party may terminate the contract in accordance with this law.

Article 307
Suspension due to impediment regarding the worker

1. Suspension of the employment contract is determined by temporary impediment due to a fact not attributable to the worker that lasts for more than one month, namely compulsory military service, illness or accident.

2. It also determines the suspension of temporary impediment due to preventive detention.

3. The contract is considered suspended, even before the expiration of the one-month period, from the moment it is certain or safely predicted that the impediment will last longer than that period.

4. The contract expires when it becomes certain that the impediment is definitive.

Article 308
Return of the worker

Once the impediment has ended, the worker must, within eight days, report to the employer, under penalty of incurring absences.

Article 309
Suspension due to impediment attributable to the employer or its interest

1. In the event of closure or reduction in work of the company for more than one month, due to a fact attributable to the employer or for reasons of interest of the latter, employment contracts are suspended, but the affected workers maintain their employment status. right to retribution.

2. Everything that the employee may receive for any other paid activity carried out during the period of suspension must be deducted from the value of the remuneration.

3. The provisions of this article are extended to any other cases in which the worker cannot perform work due to a fact attributable to the employer or in the employer's interest.

Article 310
Temporary closure of the company or reduction due to fortuitous circumstances or force majeure

1. Determines the suspension of employment contracts or the temporary closure or reduction of work of the company for more than a month, due to unforeseen circumstances or force majeure.

2. In the cases referred to in the previous paragraph, the employer is obliged to pay the worker a monthly remuneration not lower than the minimum wage applied to the sector.

3. Once the impediment has ceased, the employer must notify workers with suspended contracts of this fact, without which they cannot consider themselves obliged to resume carrying out their work.

CHAPTER XIV
Termination of the Employment Contract

SECTION I
General Provisions

Article 311
Prohibition of unfair dismissal

Dismissals without just cause or for reasons of discrimination based on sex, race, color, social level or family situation, religious belief or political conviction are prohibited.

Article 312.º
Imperative nature

1. The regime established in this CHAPTER cannot be removed or modified by a collective labor regulation instrument or by an employment contract, except as provided in the following numbers or in another legal provision.

2. The criteria for defining compensation, the procedural and prior notice deadlines set out in this CHAPTER may be regulated by a collective labor regulation instrument.

3. Compensation amounts may, within the limits established in this law, be regulated by a collective labor regulation instrument.

Article 313.º
Terms of termination of the employment contract

The employment contract can only be terminated by:

a) Expiration;

b) Agreement of the parties;

c) Dismissal with just cause;

d) Dismissal for economic reasons;

e) Collective dismissal;

f) Termination at the initiative of the worker.

Article 314
Certificate to be given to the worker

1. When the employment contract ends, the employer is obliged to provide the worker with a work certificate, indicating the dates of admission and departure, as well as the position or positions held and the reason for leaving the job.

2. The certificate cannot contain any other references, except at the worker's request to that effect.

3. In addition to the work certificate, the employer is obliged to provide the employee with other documents intended for official purposes that must be issued by him and that he requests, namely those provided for in social security legislation.

Article 315
Return of work instruments

Upon termination of the contract, the worker must immediately return the work instruments and any other objects that belong to the employer to the employer, under penalty of incurring civil liability for the damages caused.

SECTION II
Termination of the Employment Contract due to expiration date

SUBSECTION I
expiration date

Article 316
Causes of expiry

1. The employment contract expires under the general terms, namely:

a) When the term for which it was established reaches the end, when it is not renewed or transformed into a contract for an indefinite period;

b) If there is an absolute and definitive supervening impossibility for the worker to perform the work, particularly due to death or disability;

c) If there is an absolute and definitive supervening impossibility for the employer to receive the worker, namely due to the definitive closure of the company, or part of it;

d) With the worker's retirement;

e) Due to the occurrence of any other extinguishing factors, not dependent on the will of the parties, that provide for it.

2. Forfeiture results in the termination of the contract without giving rise, outside of cases expressly provided for by law, in collective labor agreements or in individual contracts, to any compensation or pecuniary compensation.

3. In the cases provided for in subparagraph c) of no. 2 of article 221

Article 317.º
Expiry of fixed-term contract

1. The contract expires at the end of the stipulated period as long as the employer or worker communicates, respectively, 15 or eight days before the period expires, in writing, their desire to terminate it, if the contract is for a duration six or three months.

2. The expiry of a fixed-term contract resulting from a declaration by the employer gives the worker the right to compensation corresponding to three or two days of basic remuneration and seniority benefits for each month of duration of the contract, depending on whether the contract has lasting for a period that, respectively, does not exceed or exceeds six months, but the compensation can never be less than 15 days of work.

3. For the purposes of the compensation provided for in the previous paragraph, the duration of the contract corresponding to the fraction of a month is calculated proportionally.

Article 318
Expiration of the contract for an uncertain term

1. The contract expires when, foreseeing the occurrence of an uncertain term, the employer informs the employee of its termination, at least seven, 30 or 60 days in advance, depending on whether the contract lasted up to six months, of six months to two years or for a longer period.

2. In the case of situations referred to in paragraphs d) and g) of article 63, which give rise to the hiring of several workers, the communication referred to in the previous paragraph must be made, successively, based on the verification of the gradual reduction of their occupation, as a result of the normal reduction of the activity, task or work for which they were hired.

3. Failure to provide the communication referred to in paragraph 1 implies that the employer must pay the remuneration corresponding to the missed notice period.

4. Termination of the contract gives the worker the right to compensation calculated in accordance with paragraph 2 of the previous article.

Article 319
Death of the employer and extinction or closure of the company

1. The death of the individual employer causes the employment contract to expire on the date of closure of the company, unless the deceased's successors continue the activity for which the employee was hired or if the company is transferred or establishment.

2. Termination of the employing legal entity,
When the transfer of the company or establishment is not verified, the employment contract will expire.

3. The total and definitive closure of the company determines the expiration of the employment contract, and, in such a case, the procedure set out in articles 323 et seq. must be followed, with the necessary adaptations.

4. The provisions of the previous paragraph do not apply to micro-enterprises, of whose closure the worker must, however, be informed 60 days in advance.

5. If the contract expires in the cases provided for in the previous paragraphs, the worker is entitled to compensation corresponding to one month of basic remuneration and seniority payments for each year of seniority, for which the company's assets are responsible.

6. In the case of a fraction of a year, the reference value provided for in the previous paragraph is calculated proportionally.

7. The compensation referred to in paragraph 5 cannot be less than three months of basic salary and seniority.

Article 320.º
Insolvency and company recovery

1. The judicial declaration of the employer's insolvency does not terminate the employment contracts, and the insolvency administrator must continue to fully satisfy the obligations arising from the aforementioned contracts for the workers as long as the establishment is not definitively closed.

2. However, the insolvency administrator may, before the definitive closure of the establishment, terminate the employment contracts of workers whose collaboration is not essential to the maintenance of the company's functioning.

3. With the exception of micro-enterprises, the termination of the employment contract resulting from the closure provided for in no. 1 or carried out in accordance with no. 2, must be preceded by a procedure provided for in articles 339 et seq., with the necessary adaptations.

4. The provisions of the previous paragraph apply in the event of insolvency proceedings that may result in the closure of the establishment.

SUBSECTION II
Affixing the Terminating Term to the Contract

Article 321
Old age retirement

1. The employee's continued employment, after 30 days have passed since both parties have become aware of their retirement due to old age, determines the affixing of a termination term to the contract.

2. The contract provided for in the previous paragraph is subject, with the necessary adaptations, to the regime defined in this Code for fixed-term contracts, except for the following specificities:

a) Reducing the contract to writing is waived if both parties agree;

b) The contract is valid for a period of six months, renewable for equal and successive periods, without being subject to maximum limits;

c) The expiry of the contract is subject to 60 days' notice, if it is the employer's initiative, or 15 days' notice, if the initiative belongs to the employee;

d) Expiry does not determine the payment of any compensation to the worker.

3. When the worker reaches 65 years of age without the contract having expired due to retirement, a resolutive term is added to the contract, with the specificities set out in the previous paragraph.

SECTION III
Termination of the Contract by Agreement of the Parties

Article 322.º
Termination by agreement

The employer and the employee may terminate the employment contract by agreement, in accordance with the provisions of the following article.

Article 323.º
Requirement of written form

1. The termination agreement must be contained in a document signed by both parties, each having a copy.

2. The document must expressly mention the date on which the agreement was signed and when its respective effects began to take effect.

3. In the same document, the parties may agree to produce other effects, as long as they do not contradict the provisions of this Code.

4. The clauses of the revocation agreement which stipulate that the worker cannot exercise rights already acquired or claim overdue credits are null and void.

Article 324
Termination by concurrent will of the parties

The employment contract will also be considered terminated by mutual agreement when the competing will of the parties unequivocally and reciprocally reveal the abandonment of the employment relationship.

SECTION IV
Dismissal with Just Cause

SUBSECTION I
Termination of the Contract at the initiative of Employer

Article 325
Just cause for disciplinary dismissal

1. Dismissal with just cause can only be promoted by the employer in the cases and terms provided for in the following numbers and in article 326.

2. There is just cause for dismissal when the worker culpably engages in behavior that violates his duties which, due to its gravity and consequences, makes the subsistence of the employment relationship immediately and practically impossible.

3. To assess just cause, within the company's management framework, consideration must be given to the degree of harm to the employer's interests, the nature of the relationship between the parties or between the worker and his colleagues and other circumstances that if they prove to be relevant.

4. Subject to the requirements referred to in the previous paragraph, the following behaviors of the employee constitute, in particular, just cause for dismissal:

a) Non-compliance with working hours or unauthorized absence from the workplace within the respective working hours, occurring more than six times a month, or more than 36 times each year;

b) Illegal disobedience to the order or instructions of the employer or hierarchical superiors;

c) Violation of rights and guarantees of company workers;

d) Repeated provocation of conflicts with other company workers;

e) Damage to work instruments or company assets, particularly if it causes interruption in the execution of work or other losses to the company;

f) False statements regarding the justification of absences or leaves of absence;

g) The practice, within the company, of physical violence, injuries or other offenses punishable by law, against the company's workers, the employer, their delegates or representatives, as well as kidnapping or other crimes against the freedom of the same people ;

h) Failure to comply with or opposition to compliance with judicial decisions or definitive and enforceable administrative acts;

i) Repeated culpable non-compliance with occupational health and safety standards;

j) The practice of theft, robbery, fraud or other fraud that seriously harms the company's financial interests or that causes loss of trust;

k) The practice of acts of bribery or corruption that cause loss of trust, seriously harm the company's financial interests or seriously harm its prestige;

l) Repeatedly negligent or defective performance of assigned duties, provided that the worker has been warned to correct it.

5. Regardless of whether the requirements of paragraph 2 of this article are met, the disciplinary sanction of dismissal may also be applied when the worker unjustifiably misses more than five consecutive or interpolated days in each month or more than 30 days in each calendar year, consecutive or interpolated.

6. The infractions provided for in paragraph 3 and paragraph a) of paragraph 4 of this article, which in each month do not reach the limits set out therein, may always be punished with a disciplinary sanction of less severity than dismissal, without prejudice to the application of the provisions of paragraphs 2 and 3 of article 342.

Article 326

Disciplinary procedure

1. The application of disciplinary sanctions, with the exception of oral warnings and recorded warnings, can only be carried out through a written disciplinary process.

2. Under penalty of prescription, the disciplinary procedure must begin within eight working days following the day in which the employer, or hierarchical superior with disciplinary competence, became aware of the alleged infraction and its perpetrator.

3. The disciplinary process has the following phases:

a) Notice of guilt, in which the employer communicates, in writing, in detail, the facts attributed to the employee and which are considered to be qualifiable as an infraction;

b) Defense, or response to the finding of guilt, in which the worker responds to the accusation, being able to present all forms of evidence in his favor;

c) Decision, in which the employer applies or not a sanction, duly substantiated.

4. The communication referred to in paragraph a) of paragraph 3 is sent simultaneously to the worker and the company's trade union committee, if any.

5. The deadline for the accused to present his defense, as well as for the union committee to issue an opinion, is 10 working days.

6. The employer's decision is made within 30 working days from the end of the period set out in the previous paragraph or the conclusion of the investigative measures requested by the defendant in his defense.

7. Even when a written form is not required for the process, it is always mandatory for the accused and their witnesses to be heard, as well as communication in writing, with the respective reasons, of the employer's final decision.

8. At the defendant's hearing, the employer must clearly state the facts of which the worker is accused and collect his explanations, noting the elements of fact and law invoked by him.

9. The reasoned decision is communicated by copy or transcription, to the worker and the union committee.

Article 327

Preventive suspension of the worker

1. The employer may suspend the employee without loss of remuneration, when the employee's presence in the company proves to be inconvenient for the service or for the development of the disciplinary process.

2. In the cases referred to in subparagraphs j) and k) of paragraph 4 of article 325, one third of the remuneration due during the period of suspension may be deposited by the employer in a bank of the employee's preference and at his/her order;

3. The worker may only withdraw the remuneration deposited under the terms of the previous number when, after the deadline:

a) It has been decided not to punish;

b) Accounts have been regularized with the company, where appropriate, and the respective balance has been confirmed by the Labor Inspectorate.

Article 328
Prescription of disciplinary sanction

The execution of the disciplinary sanction must take place within a maximum period of 30 days after the decision, under penalty of it being prescribed.

Article 329
Annulability of the sanction applied

1. The patent inadequacy of the sanction in relation to the behavior verified and the nullity or non-existence of the disciplinary process determine the annulment of the disciplinary sanction that, despite this, has been applied.

2. Determine the nullity of the process, for the purposes of the provisions of the previous paragraph, namely:

a) The lack of a hearing for the accused and his witnesses, except when it is manifestly impossible;

b) In any case, failure to communicate in writing the final decision and its reasons.

3. The deadline for proposing the annulment action is 30 days from the date of communication to the employee of the disciplinary decision.

Article 330
Registration of disciplinary sanctions

1. The employer must keep a record of the disciplinary sanctions applied, duly updated, in order to present it to the competent authorities whenever they request it.

2. The provisions of the previous paragraph only apply to companies with more than 20 permanent employees at their service.

Article 331.º
Cancellation of dismissal

1. The lack of just cause, the patent inadequacy of the sanction for the behavior observed and the nullity or non-existence of the disciplinary process determine the annulment of the dismissal that, despite this, was applied.

2. Once the dismissal has been annulled, the employee is entitled to the remuneration that he or she would have received from the date of dismissal until the date of final and unappealable decision of the annulment, as well as to reinstatement in the company in the respective position or job and with the antiquity that belonged to him.

3. In lieu of reinstatement, the employee may opt for compensation in accordance with their seniority, corresponding to one month of remuneration for each year or fraction of a year, which cannot be less than three months, without prejudice to liability. civil liability for damages possibly caused due to non-compliance with the prior notice period or arising from the violation of obligations assumed in the stay agreement.

4. For workers over fifty years of age, the compensation provided for in the previous paragraph will be increased to double its amount, half of which the worker may accept to receive in monthly installments.

5. For seniority purposes, the entire time elapsed from dismissal to the final decision to annul it is counted.

6. Instead of reinstatement in the company, the court may order the compensation referred to in paragraphs 3 and 4, when it proves to be inconvenient, taking into account the company's management framework, the degree of damage to the employer's interests, the nature of the relations between the parties or between the worker and his companions and other circumstances that are relevant in the case, considering the situation of the labor market.

SECTION V
Dismissal for Economic Reasons

Article 332.º
Concept

The termination of a job determines dismissal justified for economic reasons, whether market, structural or technological, relating to the company, under the terms set out for collective dismissal.

Article 333.º
Requirements

1. Dismissal due to termination of the job position can only take place provided that, cumulatively, the following requirements are met:

a) The reasons indicated are not due to culpable action on the part of the employer or worker;

b) It is practically impossible to maintain the employment relationship;

c) There is no existence of fixed-term contracts for the tasks corresponding to those of the extinct job position;

d) The regime foreseen for the expenditure does not apply collective dimension;

e) The due compensation is made available to the worker.

2. If there are in the SECTION or equivalent structure a plurality of jobs with identical functional content, the employer, when creating jobs to be eliminated, must observe, by reference to the respective holders, the criteria indicated below, in the order established:

a) Less seniority in the job position;

b) Less seniority in the professional category;

c) Lower class professional category;

d) Less seniority in the company.

3. The subsistence of the employment relationship becomes practically impossible as long as, once the position of work, the employer does not have another that is compatible with the worker's category.

4. The worker who, in the three months prior to the start date of the procedure for terminating the job, has been transferred to a specific job that is to be extinguished, has the right to reoccupy the previous job. , with a guarantee of the same basic remuneration, unless this has also been terminated.

Article 334
Workers' rights

The provisions of the articles relating to collective dismissal apply to the employee whose employment contract is terminated under the terms of this section.

Article 335
Indemnity

1. In the case provided for in paragraph c) of paragraph 1 of article 333, workers are entitled to compensation under the following terms:

a) In lieu of reinstatement, the employee may opt for compensation in accordance with their seniority, corresponding to one month's remuneration for each year or fraction of a year, never being less than six months;

b) For workers over 50 years of age, the compensation provided for in the previous paragraph is doubled.

2. For the cases set out in number 1, this is only the case if the employer proves a clear lack of resources.

3. The proof referred to in this article is presented, with the communication of closure, to the body responsible for labor administration, which assesses the situation and proposes the gradation of compensation to the workers covered, after hearing the co- company's union mission.

SECTION VI
Collective Dismissal

Article 336
Concept

Collective dismissal is considered to be the termination of individual employment contracts promoted by the employer and carried out simultaneously or successively within a period of three months, covering at least two or five workers, depending on whether they are, respectively, micro-enterprises and of a small company, on the one hand, or of a medium and large company, whenever that occurrence is based on the definitive closure of the company, closure of one or more sections or equivalent structure, reduction of personnel determined for economic or market, structural, or technological.

Article 337.º
Communications

1. The employer who intends to promote a collective dismissal communicates, in writing, to the workers' committee or, failing that, to the inter-union committee or to the company's union committees representing the workers covering the intention to carry out the dismissal.

2. The communication referred to in the previous number must be accompanied by:

a) Description of the reasons given for the collective dismissal;

b) Staff, broken down by organizational sectors of the company;

c) Indication of the criteria that serve as a basis for selecting the workers to be dismissed;

d) Indication of the number of workers to be dismissed and the professional categories covered;

e) Indication of the period of time during which the dismissal is intended to be carried out;

f) Indication of the calculation method of any possible generic compensation to be granted to workers to be dismissed, in addition to the compensation referred to in paragraph 5 of article 331 or that established in a collective labor regulation instrument.

3. On the same date, a copy of the communication and documents provided for in the previous number must be sent to the competent services of the Ministry responsible for the Labor area.

4. In the absence of the entities referred to in paragraph 1, the employer communicates, in writing, to each of the workers who may be covered, the intention to proceed with the dismissal, and they may designate, in a among them, within five working days from the date of receipt of that communication, a representative committee, with a maximum of three or five members, depending on whether the dismissal covers up to five or more workers.

5. In the case provided for in the previous paragraph, the employer sends the elements referred to in paragraph 2 to the commission designated by him and to the services mentioned in paragraph 3.

Article 338.º
Information and negotiations

1. Within 10 days after the date of communication provided for in paragraphs 1 or 5 of the previous article, an information and negotiation phase takes place between the employer and the workers' representative structure, with a view to reaching an agreement on the size and effects of the measures to be applied and also on the application of other measures that reduce the number of workers to be laid off, namely:

a) Suspension of work provision;

b) Reduction in work provision;

c) Professional reconversion and reclassification;

d) Early retirements and pre-retirements.

2. If, during a collective dismissal procedure, the measures provided for in subparagraphs a) and b) of paragraph 1 are adopted, the measures provided for communications and reporting procedures will not apply to the workers covered. information and negotiation referred to in the previous articles.

3. The application of the measures provided for in paragraphs c) and d) of paragraph 1 presuppose the worker's agreement.

4. The employer and the workers' representative structure may each be assisted by an expert at negotiation meetings.

5. Minutes of negotiation meetings are drawn up containing the approved matter and also the divergent positions of the parties, with the opinions, suggestions and proposals of each.

Article 339.º
Intervention by the Ministry responsible for the area of Labor

1. The competent services of the Ministry responsible for the area of Labor participate in the negotiation process provided for in the previous article, with a view to ensuring the regularity of their substantive and procedural instructions and promoting the conciliation of the interests of the parties.

2. At the request of either party or on the initiative of the entity referred to in the previous paragraph, the employment and vocational training and social security services define the applicable employment, vocational training and social security measures, in accordance with with the framework provided for by law for the solutions that may be adopted.

Article 340
Decision

1. Once the agreement is signed or in the absence thereof, 20 days after the date of the communication referred to in paragraphs 1 or 5 of article 337, the employer communicates, in writing, to each employee to be fired the decision to dismiss -ment, with express mention of the reason and date of termination of the respective contract, indicating the amount of compensation, as well as the form and place of its payment.

2. On the date on which the dismissal decision is issued to workers, the employer must send to the competent service of the Ministry responsible for the Labor area the minutes referred to in paragraph 5 of article 338, as well as a map , mentioning, in relation to each worker, name, address, date of birth and admission to the company, social security status, profession, category and remuneration and also the individually applied measure and the expected date for its implementation.

3. On the same date, a copy of the aforementioned map is sent to the workers' representative structure.

4. In the absence of the minutes referred to in paragraph 5 of article 338, the employer, for the purposes referred to in paragraph 2 of this article, must send justification of that missing, describing the reasons that prevented the agreement, as well as the final positions of the parties.

5. Workers dismissed under the terms of this SECTION enjoy, for two years from the date of dismissal, the right of preference for admission to the company where they worked or to another company belonging to the employer.

6. The employer must inform preferred candidates of the possibility of exercising their right by registered letter with acknowledgment of receipt or by means of a communication addressed to the body responsible for labor administration.

SECTION VII
Termination by Employee Initiative

SUBSECTION I
General Provisions

Article 341
General rules

1. If there is just cause, the worker may terminate the contract immediately.

2. Termination must be made in writing, with a brief indication of the facts that justify it, within 15 days following knowledge of these facts.

3. Only the facts indicated in the communication referred to in the previous paragraph are valid to justify the termination in court.

Article 342.º
Just cause for termination

1. The following behaviors by the employer constitute just cause for termination of the contract by the employee:

a) Guilty failure to pay the retribution on time;

b) Guilty violation of the worker’s legal or conventional guarantees;

c) Application of an abusive sanction;

d) Guilty lack of safety, hygiene and health conditions at work;

e) Wrongful injury to the worker's serious financial interests;

f) Offense to the physical or moral integrity, freedom, honor or dignity of the worker, punishable by law, committed by the employer or his legitimate representative.

2. The following constitutes just cause for termination of the contract by the employee:

a) Need to comply with legal obligations incompatible with continued service;

b) Substantial and lasting change in working conditions in the legitimate exercise of the employer's powers;

c) Non-culpable failure to pay the retribution on time.

3. The just cause is assessed by the court in accordance with paragraph 6 of article 325, with the necessary adaptations.

4. The provisions of the previous paragraphs do not exempt the employer from civil or criminal liability to which it give rise to the situation determining termination.

Article 343.º
Compensation due to the worker

1. Termination of the contract based on the facts provided for in paragraph 1 of article 333.º gives the worker the right to compensation provided for in subparagraphs a) and b) of paragraph 1 of article 335.º.

2. In the case of a fixed-term contract, the compensation provided for in the previous paragraph cannot be less than the amount corresponding to the remuneration due.

Article 344
Employee liability in case of unlawful termination

Termination of the contract by the employee citing just cause, when this is declared non-existent, entitles the employer to compensation calculated in accordance with the terms set out in article 335.

SECTION VIII
Termination with Prior Notice

Article 345
Advance notice

1. The worker may terminate the contract, regardless of just cause, by means of written communication to the employer at least 30 or 60 days in advance, depending on whether he has, respectively, up to two years or more than two years of experience. antique.

2. Collective labor regulation instruments and individual employment contracts may extend the notice period to up to 90 days, in relation to workers with functions representing the employer or with managerial or technical functions of high complexity or responsibility.

Article 346
Failure to comply with the notice period

If the worker fails, in whole or in part, to comply with the notice period established in the previous article, he or she is obliged to pay the employer, as compensation, the amount of half of the remuneration corresponding to the missed notice period. , without prejudice to civil liability for damages possibly caused due to non-compliance with the prior notice period or arising from the violation of obligations assumed in the stay pact.

Article 347.º
Abandonment from work

1. Abandonment of work is considered to be an employee's absence from work accompanied by facts that, in all probability, reveal the intention of not returning to work.

2. Abandonment from work is presumed to occur when a worker is absent from work for at least ten consecutive working days, without the employer having received notice of the reason for the absence.

3. The presumption established in the previous paragraph may be rebutted by the worker upon proof of the occurrence of a force majeure reason preventing the communication of absence.

4. Abandonment from work constitutes termination of the contract and constitutes the worker's obligation to compensate the employer for the losses caused, not

and the compensation must be lower than the amount calculated under the terms of the previous article.

5. Termination of the contract can only be invoked by the employer after communication by registered letter with acknowledgment of receipt to the employee's last known address.

Article 348
Protection in the event of disciplinary proceedings and dismissal

1. The preventive suspension of a worker elected to collective representation structures does not prevent him from having access to places and activities that are part of the normal exercise of these functions.

2. The dismissal of a worker who is a candidate for the social bodies of trade union associations, as well as anyone who performs or has performed functions in the same social bodies for less than three years, is presumed to have been done without just cause.

3. In the event that the dismissed worker is a union representative or member of a workers' committee, and a precautionary measure has been taken to suspend the dismissal, this is only not ordered if the court concludes that there is a serious probability of verification of the just cause invoked.

4. Legal challenges to the dismissal of workers referred to in the previous paragraph are urgent in nature.

5. If there is no just cause, the dismissed worker has the right to choose between reinstatement in the company and compensation calculated in accordance with article 335 or established in a collective labor regulation instrument, and never less than the compensation. base contribution and seniority payments corresponding to six months.

6. It is up to the employer to prove the existence of just cause for the dismissal referred to in the previous paragraph.

SECTION IX

Termination of Employment Contracts Based on the Termination of Jobs for Objective Causes of a Structural, Technological or Situational Order Relating to the Company.

SUBSECTION I
Collective Dismissal

Article 349
Concept

1. Collective dismissal is considered to be the termination of individual employment contracts promoted by the employer and carried out simultaneously or successively within a period of three months, covering at least two or five workers, depending on whether they are, respectively, micro-enterprises and of a small company, on the one hand, or of a medium and large company, whenever that occurrence is based on the definitive closure of the company, closure of one or more sections or equivalent structure, reduction of personnel determined for economic or market, structural, or technological.

2. For the purposes of the provisions of the previous paragraph, the following are considered, in particular:

a) Economic or market reasons - reduction in the company's activity caused by the foreseeable decrease in demand for goods or services or the subsequent impossibility, practical or legal, of placing these goods or services on the market;

b) Structural reasons - definitive closure of the company, as well as closure of one or more sections, or equivalent structure, caused by economic-financial imbalance, change of activity, or replacement of dominant products;

c) Technological reasons - changes in manufacturing techniques or processes, or automation of production, control or cargo handling instruments, as well as computerization of services or automation of means of communication.

Article 350
Communication to be made by the employer

1. The employer that intends to promote a collective dismissal must communicate, in writing, to the workers' committee or, failing that, to the inter-union committee or union committees of the company representing the workers to be covered, if their existence is known, the intention to proceed with the dismissal.

2. The communication referred to in the previous number must be accompanied by:

a) Description of the respective economic, financial or technical foundations;

b) Staff list broken down by organizational sectors of the company;

c) Indication of the criteria that serve as a basis for the selection of workers to be fired;

d) Indication of the number of workers to be laid off and the professional categories covered.

3. On the same date, a copy of the communication and documents referred to in the previous paragraph must be sent to the Ministry services responsible for the Labor area, competent in the area of collective labor relations.

4. In the absence of the entities referred to in paragraph 1, the employer communicates, in writing, to each of the workers who may be affected the intention to carry out the dismissal, and they may designate, in among them, within seven working days from the date of issuance of that communication, a representative committee with a maximum of three or five members, depending on whether the dismissal covers up to five or more workers.

5. In the case provided for in the previous paragraph, the employer sends the elements referred to in paragraph 2 to the commission designated therein.

Article 351
Advance notice

1. The dismissal decision, with express mention of the reason, must be communicated, in writing, to each employee no less than 60 days before the expected date of termination of the contract.

2. Failure to comply with the prior notice referred to in the previous paragraph does not result in the immediate termination of the relationship and implies that the employer must pay the remuneration corresponding to the missing period of notice.

Article 352.º
Queries

1. Within 15 days after the date of communication provided for in paragraphs 1 or 5 of article 350, an information and negotiation phase takes place between the employer and the workers' representative structure with a view to reaching an agreement on the size and effects of the measures to be applied and also on the application of other measures that reduce the number of workers to be laid off, namely:

a) Suspension of work provision;

b) Reduction in work provision;

c) Professional reconversion and reclassification;

d) Early retirements and pre-retirements.

2. The application of the measures provided for in paragraphs c) and d) presupposes the worker's agreement, observing, for this purpose, the terms provided for by law.

3. Minutes of negotiation meetings are drawn up containing the approved matter and also the divergent positions of the parties, with the opinions, suggestions and proposals of each.

Article 353.º
Intervention by the Ministry responsible for the area of Labor

1. The Ministry service responsible for the Labor area intervenes in the negotiation process provided for in the previous article, with a view to ensuring the regularity of its substantive and procedural instructions and promoting the conciliation of the parties' interests.

2. The service referred to in the previous paragraph is also responsible for carrying out conciliation in collective negotiation processes and conflicts arising from the individual employment contract, as well as presenting proposals aimed at reaching an agreement.

Article 354
Employer's decision

1. Once the agreement is signed or, in the absence thereof, 30 days after the date of communication referred to in paragraphs 1 or 5 of article 350, the employer communicates, in writing, to each worker to dismiss the decision of dismissal, with express mention of the reason and the date of termination of the respective contract.

2. On the date on which the communications referred to in the previous number are issued, the employer must send to the services of the Ministry responsible for the Labor area the minutes referred to in paragraph 5 of article 338, as well as a map mentioning, in relation to each worker, name, address, date of birth and admission to the company, status with Social Security, profession, category and remuneration and also the measure individually applied and the expected date for its execution.

3. On the same date, a copy of the aforementioned map is sent to the workers' representative structure.

4. In the absence of the minutes referred to in no. 5 of article 338, the employer, for the purposes referred to in no. 2 of this article, sends a document justifying that absence, describing the reasons that prevented the agreement, as well as the final positions of the parties.

Article 355
Hour credit

1. During the notice period, the employee has the right to use an hour credit corresponding to two days of work per week, without prejudice to the remuneration to which he or she is entitled.

2. The credit hours can be divided between some or all days of the week, at the initiative of the worker.

3. The worker must previously communicate to the employer procedures for using time credits.

Article 356
Complaint

During the notice period, the worker may, by declaring at least three working days in advance, terminate the contract, without prejudice to the right to compensation.

Article 357.º
Workers' rights

1. Workers whose contract ends as a result of collective dismissal are entitled to compensation corresponding to one month of basic remuneration and seniority for each full year of seniority, without prejudice to the more favorable regime provided for in this Code.

2. The employee's receipt of the compensation referred to in this article constitutes acceptance of the dismissal.

3. The compensation referred to in paragraph 1 cannot be less than three months of basic remuneration and seniority, without prejudice to the more favorable regime provided for in this Code.

4. When setting the compensation referred to in the previous paragraph, the worker's seniority and salary must be taken into account when setting the compensation.

Article 358
Preference for dismissed workers in new hires

1. For two years, counting from dismissal for economic reasons, workers have preferential rights to admission to the company where they worked or to another belonging to the employer.

2. The employer must inform preferred candidates of the possibilities of exercising their right by registered letter with acknowledgment of receipt or by means of a communication addressed to the body responsible for labor administration.

Article 359
Illegality of dismissal

1. Collective dismissal is unlawful whenever it is carried out in any of the following situations:

a) Lack of communications required in paragraphs 1 and 4 of article 337;

b) Lack of promotion by the employer, of the negotiation provided for in paragraph 1 of article 339;

c) Failure to comply with the deadline referred to in paragraph 1 of article 340;

d) The compensation referred to in paragraph 2 of article 357 and, as well as the credits due or due in due to the termination of the employment contract, without prejudice to the provisions of paragraph 3 of this article;

e) If the grounds are declared unfounded, ments invoked.

2. The consequences of the unlawful dismissal are those set out in article 329.

3. The requirement set out in subparagraph d) of paragraph 1 is not required in the case provided for in article 347 nor in cases regulated in special legislation on company recovery and restructuring of economic sectors.

Article 360
Appeal to court

1. Workers who do not accept dismissal may request its judicial suspension, based on any of the situations provided for in subparagraphs a) to d) of paragraph 1 of the previous article, within a period of five working days counting from the date of the termination of the employment contract contained in the communication referred to in paragraph 1 of article 350.

2. Within ninety days from the date referred to in the previous paragraph, the same workers may challenge the dismissal, based on any of the facts referred to in paragraph 1 of the previous article, without prejudice to the provisions of paragraph 3 of the same article.

3. The precautionary measure of suspension and the action to challenge the dismissal follow the terms set out in the Labor Process Code.

CHAPTER XV
Collective Representation Structures

SECTION I
Of Workers

SUBSECTION I
General Provisions

Article 361
Structures of collective representation of workers

For the collective defense and pursuit of their rights and interests, workers may form workers' committees and trade union associations.

Article 362.º
Autonomy and independence

1. Without prejudice to the forms of support provided for in this law, employers may not, individually or through their associations, promote the establishment, maintain or finance the operation, by any means, of collective representation structures for workers or , in any way, intervene in its organization and management, as well as prevent or hinder the exercise of its rights.

2. Trade union associations are independent of the State, political parties and religious institutions, with any interference by them in their organization and management as well as in their reciprocal financing being prohibited.

3. Employers and their organizations or other non-union entities are prohibited from promoting the creation of trade union associations, maintaining or subsidizing them by any means, or even, under any terms, interfering in their organization and direction. dog.

4. The State may support workers' collective representation structures, under the terms provided for by law.

5. The State cannot discriminate between workers' collective representation structures in relation to any other associative entities.

Article 363.º
Prohibition of discriminatory acts

Any agreement or act aimed at:

a) Make the worker's employment subject to the condition of joining or not joining a trade union association or withdrawing from one in which he is registered;

b) Dismiss, transfer or, in any way, harm a worker due to the exercise of rights relating to participation in collective representation structures or union membership.

SUBSECTION II
Special Protection of Representatives of Workers

Article 364
Hour credit

1. Workers elected to collective representation structures benefit from time credit, under the terms set out in this Code.

2. Hour credit refers to the normal period of work and counts as effective service time.

3. Whenever they wish to exercise their right to time credit, workers must communicate this in writing to the employer at least two days in advance.

Article 365
Credit hours for management members

1. Without prejudice to the provisions of collective labor regulation instruments, the maximum number of members of the trade union association's management who benefit from time credits, in each company, is determined as follows:

a) Company with up to 20 unionized workers dos – a member;

b) Company with more than 20 to 40 unionized workers – two members;

c) Company with more than 41 to 100 unionized workers – three members;

d) Company with more than 101 to 300 unionized workers – four members;

e) Company with more than 301 to 500 unionized workers – five members;

f) Company with more than 501 to 750 unionized workers – six members;

g) Company with more than 751 to 1000 unionized workers – seven members.

2. To carry out their duties, each member of the management benefits from credit hours corresponding to four days of work per month, maintaining the right to remuneration.

3. The management of the trade union association must communicate to the company, by January 15th of each calendar year and within 8 days following any change in the composition of the management, the identification of the members who benefit from the time credit.

4. The provisions of the previous paragraph do not affect the possibility of the management of the trade union association granting credit hours to other members of the same, as long as it does not exceed the global amount of credit hours attributed under the terms of paragraph 1 and communicates this fact to the employer at least 15 days in advance.

5. In the case of a federation, union or confederation, the number of workers affiliated to the associations that are part of those structures of collective representation of workers must be taken into account.

Article 366
Non-accumulation of credit hours

There cannot be cumulation of credit hours due to the fact that the worker belongs to more than one collective representation structure of workers.

Article 367
Fouls

1. Members of the management whose identification was communicated to the employer in accordance with paragraph 3 of article 339 enjoy the right to justified absences.

2. Other members of the board have the right to excused absences up to a limit of 33 absences per again.

Article 368
Suspension of the employment contract

When absences determined by the exercise of trade union activity actually or foreseeably last beyond one month, the regime of suspension of the employment contract due to a fact concerning the worker applies.

Article 369
Protection in the event of disciplinary proceedings and dismissal

1. The preventive suspension of a worker elected to collective representation structures does not prevent him from having access to places and activities that are part of the normal exercise of these functions.

2. The dismissal of a worker who is a candidate for the social bodies of trade union associations, as well as anyone who performs or has performed functions in the same social bodies for less than three years, is presumed to have been done without just cause.

3. In the event that the dismissed worker is a union representative or member of a workers' committee, and a precautionary measure has been taken to suspend the dismissal, this is only not ordered if the court concludes that there is a serious probability of verification of the just cause invoked.

4. Actions to judicially challenge the dismissal of workers referred to in the previous paragraph have urgent nature.

5. If there is no just cause, the dismissed worker has the right to choose between reinstatement in the company and compensation calculated in accordance with article 330.

SUBSECTION III
Constitution, Statutes and Election of Committees and Workers Subcommittees

Article 370.º
General principles

1. It is the right of workers to create a workers' committee in each company to defend their interests and exercise the rights provided for in the Constitution

2. In companies with geographically dispersed establishments, the respective workers may set up worker subcommittees.

Article 371.º
Personality and ability

1. Workers' committees acquire legal personality by registering their statutes with the Ministry responsible for the Labor area.

2. The capacity of the workers' committees covers all rights and obligations necessary or convenient for the pursuit of the purposes set out in the law.

Article 372.º
Remission

The constitution, statute and election of worker committees and subcommittees are subject to regulation in accordance with the following articles.

Article 373.º
Composition of workers committees

The number of members of the labor committees res cannot exceed the following:

a) In micro and small companies – two members;

b) In medium-sized companies – three members;

c) In large companies with 101 to 300 workers – four members;

d) In large companies with more than 300 workers – five members.

Article 374
Workers' subcommittees

1. The number of members of the workers' subcommittees cannot exceed the following:

a) Establishments with 40 to 100 workers – two members;

b) Establishments with more than 100 workers – four members.

2. In establishments with less than 40 workers, the function of the workers subcommittees is carried out by a single worker.

Article 375
Rights of worker committees and subcommittees

1. Workers' committees have the rights granted to them in the Constitution, regulated in special legislation.

2. The rights of worker subcommittees are regulated in special legislation.

3. Members of the governing bodies of trade union associations cannot be transferred from the workplace without prior consultation with those associations and cannot be harmed, in any way, due to the exercise of their trade union functions.

4. The employer is prohibited from terminating the employment contract of members of the governing bodies of trade unions without just cause.

5. Workers' committees and subcommittees may not, through the exercise of their rights and the performance of their functions, harm the normal functioning of the company.

SECTION II
Trade Union Associations

SUBSECTION I
Preliminary Provisions

Article 376
Right to trade union association

1. Workers have the right to form trade union associations at all levels to defend and promote their socio-professional interests.

2. Trade union associations include unions, federations, unions and confederations.

3. The statutes of federations, unions or confederations may admit the direct representation of workers not represented in unions.

4. Trade unions have the right to form unions, as well as to join them, and may join international trade union organizations.

5. The constitution of unions and membership in existing unions are decided by ex-traordinary general assemblies of the interested unions.

6. To carry out activities inherent to its

For these purposes, trade union associations may acquire movable and immovable assets for consideration.

Article 377
Concepts

It is understood by:

a) Union - permanent association of workers to defend and promote socio-professional interests;

b) Federation - association of workers' unions of the same profession or the same sector of activity;

c) Union - association of regionally based unions nal;

d) Confederation - national trade union association them;

e) Company union section - group of workers from a company or establishment affiliated to the same union;

f) Company union committee - organization of union delegates from the same union in the company or establishment;

g) Inter-union company committee - organization of delegates from the company union committees of a confederation, as long as they include at least five union delegates, or from all union committees of the company or establishment.

Article 378
Rights

Trade union associations have, in particular, the right to:

a) Enter into collective labor agreements;

b) Provide economic and social services to its members;

c) Participate in the drafting of labor legislation
you know;

d) Initiate and intervene in legal proceedings and administrative procedures regarding the interests of its members, in accordance with the law;

e) Participate in the company's restructuring processes, especially with regard to training actions or when there is a change in working conditions;

f) Establish relationships or join international trade union organizations.

Article 379.º
Principles

1. Trade union associations must be governed by the principles of democratic organization and management.

2. Workers who are members of a trade union are obliged to obligation to pay the statutorily established quota.

Article 380
Individual freedom of association

1. When exercising freedom of association, workers are guaranteed, without any discrimination, the freedom to join a union that, in the area of their activity, represents their respective category.

2. The worker cannot be simultaneously affiliated with the same profession or activity in different unions at the same level.

3. Any worker who ceases to carry out his activity, but does not start to carry out another activity not represented by the same union or does not lose his status as a subordinate worker, may maintain the status of associate.

4. The worker may withdraw from the union to which he or she is a member at any time, through written communication sent at least 30 days in advance.

5. The worker is not obliged to pay dues to the union in which he is not registered, any collection system that violates the individual or collective rights, freedoms and guarantees of workers is unlawful.

6. When by agreement between trade union organizations and employers or employers
If the system of collecting dues deducted from wages is practiced for the union organization, the worker must expressly declare in writing that he authorizes the deduction of dues from his wages.

7. The declaration referred to in the previous paragraph contains the name and signature of the worker, the union in which he or she is registered and the statutorily established value of the share.

8. The declaration or authorization of a worker who is visually impaired or cannot write must be signed by request, by third parties and contains identification elements for both, with the employee's fingerprint being essential.

9. Failure by employers to deliver to the union the dues charged under the terms of this article will result in the defaulters incurring the sanctions provided for in this Code.

SUBSECTION II
Operation

Article 381
Self-regulation, election and management

Trade union associations are governed by statutes and regulations approved by them, freely and democratically elect the heads of social bodies from among their members and organize their management and activities.

Article 382.º
Subsidiary regime

Trade union associations are subject to the general regime of the right to association in everything that does not contradict the provisions of this diploma.

Article 383.º
Registration and acquisition of personality

1. Trade union associations acquire legal personality by registering their statutes with the Ministry responsible for Labor.

2. The application for registration of any trade union association, signed by the president of the board of the constituent assembly or the assembly of members' representatives, must be accompanied by the approved statutes, the minutes of the assembly and the information sheets. presences.

3. The Ministry in charge of the Labor area, after registration, publishes the statutes in the Diário da República within 30 days of receipt.

4. The Ministry responsible for the Labor area, after the assessment referred to in paragraph 2, informs the requesting party about the registration within 30 days after the date of its receipt.

5. If the constitution or statutes of the association are not in accordance with the law, the Ministry responsible for the Labor area sends a certificate or photocopies of the documents referred to in no. 2, accompanied by the registration request and a reasoned assessment of the illegality of the constitution of the association and the statutes, within 60 days, counting from receipt, to the Public Prosecutor's Office.

6. Trade union associations may only begin carrying out their respective activities after the publication of the statutes in the Official Gazette or 15 days after registration.

Article 384
Statutory amendment and registration

1. Changes to statutes are subject to registration and the provisions of paragraphs 2 to 4 of the previous article, and the request must be signed by the management and accompanied by a copy of the minutes of the respective general meeting.

2. The changes referred to in the previous paragraph only take effect in relation to third parties after the publication of the statutes in the Diário da República, after 30 days have elapsed from registration.

Article 385
Content of the statutes

1. In compliance with the limits defined in this law, The statutes must contain and regulate:

a) The name, the location of the headquarters, the subjective, objective and geographical scope, the purposes and duration, when the associations are not established for an indefinite period;

b) The acquisition and loss of membership status, as well as the respective rights and duties,

c) General principles in disciplinary matters;

d) The respective bodies, among which there must be a general assembly or an assembly of associate representatives, a collegial management body and a supervisory board, as well as the number of members and their functioning;

e) If an assembly of representatives is planned, the principles regulating the respective election with a view to the representativeness of that body;

f) The financial administration regime, the budget ment and accounts;

g) The process of changing the statutes,

h) The extinction, dissolution and consequent liquidation, as well as the destination of the respective assets.

2. The name must identify the subjective, objective and geographical scope of the association and cannot be confused with the name of another existing association.

3. If the statutes provide for the existence of an assembly of associate representatives, it exercises the rights and duties provided for by law for the general assembly.

SUBSECTION III
Union freedom

Article 386
Competence

The trade union associations are responsible for:

a) Negotiate and conclude collective labor agreements;

b) Represent workers in processes of social concertation;

c) Provide services of economic and social utility al to its associates;

d) Promote or cooperate with other entities in professional or civic training actions.

Article 387
Role incompatibility

Holding positions in the statutory bodies of trade union associations is incompatible with performance

of any leadership positions in political parties, religious institutions, as well as the status of members of the Government, the Supreme Court, the Attorney General of the Republic, in addition to others legally provided for.

Article 388
Freedom of registration

1. Every worker has the right to register with the union that, in the area in which they carry out their activity, represents the respective category.

2. No worker can be simultaneously affiliated to different unions for the same professional activity.

3. Every worker has the right to withdraw from the union in which he or she is a member at any time, by means of a written communication to management and without prejudice to the payment of contributions for the two months following the communication.

Article 389.º
Non-discrimination

Any agreement, provision or act that seeks to subordinate the employee or the worker's working conditions to the condition of being, becoming a member of, not being a member of or ceasing to be a member of a trade union association is null and void.

Article 390.º
Constitution

1. Trade union associations acquire legal personality by registering their statutes with the Ministry responsible for Labor.

2. The statutes are approved in a constituent assembly where interested workers have the free expression of their opinions.

3. The constituent assembly can only function and deliberate validly if it brings together at least 20% of the workers to be covered, and the decisions to establish the trade union association and approve the statutes are taken by a simple majority in a secret ballot.

4. Changes to the statutes are also subject to registration and comply with the provisions of the previous number, with the necessary adaptations.

5. It is up to the courts to determine the illegalities of the statutes, at the request of any interested party or the Minister in charge of the Labor area, and declare the extinction of the trade union associations in question.

Article 391.º
Lawfulness of exercising trade union rights

It is lawful to carry out trade union activities within the company, in accordance with the respective statutes and under the conditions defined in the following articles.

Article 392.º
Right of assembly

1. Workers affiliated with a trade union who provide service in the same company may meet on the latter's premises, outside normal working hours, by informing the employer two days in advance, and always -judgment of the normality of the company's operations.

2. Workers may also meet at work places and within normal working hours, provided that:

a) Communicate this to the employer at least five days in advance;

b) Ensure the operation of services of an urgent or continuous nature;

c) The sum of meeting times under this paragraph does not exceed 10 hours in the same calendar year.

Article 393.º
Union delegates

1. Workers affiliated to a trade union association belonging to a company may designate, under the terms of their respective statutes, trade union delegates whose number is determined within the following limits:

a) Company with two to 50 affiliated workers - a union delegate;

b) Company with 51 to 100 members - two delegates of the;

c) Company with 101 to 300 members – three delegates of the;

d) Company with more than 300 members - four delegates.

2. To exercise the powers conferred on them by the statutes of the trade union association, delegates are granted the following rights:

a) Use of a location located on the company's premises and which is suitable for carrying out its activity;

b) Free movement in workplaces where workers affiliated to the union work;

c) Posting in an appropriate place on the company's premises documents relating to the life of the trade union association, the activity of the delegates and the socio-professional interests of the workers;

d) Convening, communicating and conducting the meetings referred to in paragraphs i) and j) of article 396.

3. To carry out their duties, each union delegate has, under the terms of this Code, a monthly credit of hours from their normal working period, the use of which cannot result in any economic or professional harm to them.

4. The dismissal of a union delegate can only be based on just disciplinary grounds or the definitive closure of the company.

5. The delegates of a trade union association existing in the same company may form a trade union committee and act collectively in this way, in accordance with the statutes of the respective trade union association.

Article 394

Control of legality of union activities

It is exclusively up to the courts to assess and decide on the legality of the acts of trade union associations, their directors and delegates.

Article 395

Union framework

1. With a view to the correct and appropriate classification of professional categories in unions established or to be created, as well as that of workers in the various categories, the Minister in charge of the Labor area is responsible for:

a) Analyze and provide interested parties, at their request, with an opinion on the relationships of affinity and complementarity between the various professional activities, as well as on the correspondence between the tasks specifically performed by each worker and the categories to be recognized ;

b) Prepare and provide representatives of categories and trade union associations with statistical and professional information on the field of activity;

c) In general, and if interested parties so request, provide technical advice on the processes of establishing trade union associations in accordance with this Diploma.

SECTION III

Union Organization and Management Democratic

Article 396

Principles of organization and democratic management

Respecting the principles of democratic organization and management, trade union associations must be governed, in particular, in compliance with the following rules:

a) Every member enjoying their trade union rights has the right to participate in the activity of the association, including the right to elect and be elected to the board and be appointed to any associative position, without prejudice to being able to establish age and registration time requirements;

b) The general assembly meets ordinarily at least once a year;

c) It must be possible for all members to effectively exercise their right to vote, and the statutes may provide for this purpose the simultaneous holding of general assemblies by regional areas or voting sections, or other systems compatible with the deliberations to be held. take;

d) No member may be represented in more than one of the elective bodies;

e) Equal opportunities are guaranteed to all lists competing for elections for the board, and an electoral commission composed of the president of the board of the general assembly and representatives of each of the lists must be set up to supervise the electoral process. competitors;

f) With the lists, the proponents present their action program, which, together with them, must be widely publicized, so that all associates can have prior knowledge, namely by displaying it in a clearly visible place at headquarters of the association for a minimum period of eight days;

g) The term of office of board members cannot last longer than four years, with re-election for successive terms being permitted;

h) Social bodies may be dismissed by deliberation of the general assembly, and the statutes must regulate the terms of dismissal and management of the trade union association until the new social bodies begin to function;

i) General assemblies must be called with wide publicity, indicating the time, place and purpose, and the notice must be published at least three days in advance in one of the newspapers in the location of the union association's headquarters or, if not available, in one of the most read newspapers there;

j) The calling of general assemblies is the responsibility of the president of the respective board, on his own initiative or at the request of the management, or of 10% or 50 of the members.

Article 397.º
Disciplinary regime

The disciplinary regime must ensure the written procedure and the member's right to defense, and the sanction of expulsion must only be applied to cases of serious violation of fundamental duties.

Article 398
Acquisition and unseizability of assets

1. Movable and immovable assets whose use is strictly essential to the functioning of trade union associations cannot be seized.

2. Real estate intended for the exercise of activities included in the specific purposes of trade union associations enjoy the unseizability established in the previous paragraph whenever, cumulatively, the following conditions are met:

a) The acquisition, construction, reconstruction, modification or improvement of these assets is carried out using financing by third parties with a real guarantee, previously registered;

b) Third-party financing and acquisition conditions are subject to deliberation by the general assembly of members or by a statutorily competent deliberative body.

Article 399
Advertising for board members

The chairman of the board of the general assembly must send the identification of the board members, as well as a copy of the minutes of the assembly that elected them, to the Ministry in charge of the Labor area within 10 days after the election, for publication in the Gazette of the Republic.

Article 400
Dissolution and destination of assets

In case of dissolution of a trade union association, the respective assets cannot be distributed among the members.

Article 401
Cancellation of registration

The judicial or voluntary extinction of the trade union association must be communicated to the Ministry responsible for the Labor area, which proceeds with the cancellation of the respective registration, taking effect upon the respective publication in the Ministry responsible for the Labor area.

SECTION IV
Business Associations

Article 402.º
Rights

Entrepreneurs have the right to create their own professional associations.

Article 403.º
Acquisition and loss of the status of a business association

Business associations established under the general regime of association rights may acquire the status of employers' association, through the process defined in article 380, as long as they meet the requirements set out in this law, and may lose this status. by the will of the members or by judicial decision taken in accordance with paragraph 4 of that article.

Article 404
Cancellation of registration

The judicial or voluntary extinction of the employers' association must be communicated to the Ministry in charge of the Labor area, which proceeds with the cancellation of the respective registration, taking effect from the respective publication in the Official Gazette.

Article 405
Union action in the company

Workers and unions have the right to develop union activity within the company, namely through union delegates, union committees or subcommittees.

SECTION V
Employers' Associations

SUBSECTION I
Constitution and Organization

Article 406
Right of association

1. Employers have the right to form associations to defend and promote their business interests.

2. When exercising the right to association, employers are guaranteed, without any discrimination, the freedom to register with an employers' association that, in the area of their activity, can represent them.

3. Employers' associations include federations, unions and confederations.

4. The statutes of federations, unions and confederations may admit the possibility of representation direct from employers not represented in employers' associations.

Article 407
Autonomy and independence

1. Employers' associations are independent of the State, political parties, religious institutions and any associations of another nature, and any interference by these in their organization and management, as well as their reciprocal financing, is prohibited.

2. The State may support employers' associations under the terms provided for by law.

3. The State cannot discriminate against employer associations in relation to any other associative entities.

Article 408
Concept

It is understood by:

a) Employers' association – permanent organization of people, natural or collective under private law, the owners of a company, who usually have workers at their service;

b) Federation – organization of employers' associations in the same sector of activity;

c) Union – organization of regionally based employers' associations;

d) Confederation – national organization of employers' associations.

Article 409
Independence

The exercise of any management positions in political parties, religious institutions or other associations in relation to which there is a conflict of interests is incompatible with the exercise of management positions in employers' associations.

Article 410.º
Rights

1. Employers' associations have, in particular, the right to:

a) Enter into collective labor agreements;

b) Provide services to its members;

c) Participate in the drafting of labor legislation
you know;

d) Initiate and intervene in legal proceedings and administrative procedures regarding the interests of its members, in accordance with the law;

e) Establish relationships or join international employers' organizations.

2. Employers' associations, without prejudice to the provisions of paragraph b) of the previous paragraph, may not engage in the production or marketing of goods or services or in any way intervene in the market.

SUBSECTION II
Operation

Article 411
Self-regulation, election and management

Employers' associations are governed by statutes and regulations approved by them, elect social bodies and organize their management and activities.

Article 412.º
Subsidiary regime

Employers' associations are subject to the general regime of the right to association in everything that does not contradict this law.

Article 413.º
Registration, acquisition of personality and extinction

1. Employers' associations acquire legal personality by registering their statutes with the Ministry responsible for Labor.

2. The application for registration of any employers' association, signed by the chairman of the constituent assembly, must be accompanied by the approved statutes, the minutes of the assembly, and attendance sheets. The Ministry in charge of the Labor area, after the assessment, informs the requesting party about the registration within 30 days after the date of its reception.

3. If the constitution or statutes of the association do not comply with the law, the Ministry person in charge of the Labor area sends a certificate or photocopies of the documents referred to in no. days, counting from receipt, to the Public Prosecutor's Office.

4. Employers' associations may only begin carrying out their respective activities after the publication of the statutes in the Official Gazette or 30 days after registration.

Article 414
Statutory amendment and registration

1. Changes to statutes are subject to registration and the provisions of paragraphs 2 to 4 of the previous article, and the request must be signed by the management and accompanied by a copy of the minutes of the respective general meeting.

2. The changes referred to in the previous paragraph only take effect in relation to third parties after the publication of the statutes in the Official Gazette or, failing that, after 30 days have passed from registration.

Article 415
Content of the statutes

1. In compliance with the limits defined in this law, The statutes must contain and regulate:

a) The name, the location of the headquarters, the subjective, objective and geographical scope, the purposes, the duration, when the association is not established for an indefinite period;

b) The acquisition and loss of membership status, as well as the respective rights and duties;

c) General principles in disciplinary matters;

d) The respective bodies, among which there must be a general assembly or an assembly of associate representatives, a collegial management body and a supervisory board, as well as the number of members and their functioning;

e) If an assembly of representatives is planned, the principles regulating the respective election with a view to the representativeness of that body;

f) The financial administration regime, the budget ment and accounts;

g) The process of changing the statutes;

h) The extinction, dissolution and consequent liquidation, as well as the destination of the respective assets.

2. The name must identify the subjective, objective and geographical scope of the association and cannot be confused with the name of another existing association.

3. If the statutes provide for the existence of an assembly of associate representatives, it exercises the rights and duties provided for by law for the general assembly.

Article 416
Cancellation of registration

The judicial or voluntary extinction of the employers' association must be communicated to the Ministry in charge of the Labor area, which proceeds with the cancellation of the respective registration, taking effect from the respective publication in the Official Gazette.

Article 417.º
Acquisition and loss of employer association status

Business associations established under the general regime of association rights may acquire the status of employers' association, through the process defined in article 355, as long as they meet the requirements set out in this law, and may lose this status. by the will of the members or by judicial decision taken in accordance with paragraph 5 of that article.

Article 418
Registration in an employers' association

Entrepreneurs who do not employ workers, or do not have their own associations, can join employers' associations, but cannot, however, intervene in decisions regarding labor relations.

CHAPTER XVI
From the Right to Strike

SECTION I
Right to Strike

Article 419.º
The right to strike

1. All workers have the right to strike.

2. The right to strike is exercised under the terms defined in this law, aiming solely to safeguard the legitimate social and professional interests of workers as well as those of the national economy.

Article 420.º
Strike concept

Strike is the collective and concerted refusal to provide work by employees, with a view to defending and promoting common professional interests.

Article 421.º
Scope of the right to strike

The right to strike can be legitimately exercised by workers with a public service contract, with the exception of military and militarized forces.

Article 422.º
Strike resolution

The use of strikes is decided within the scope of the union, in accordance with the respective statutes, provided that the assembly of workers expressly convened for this purpose decides by a majority of 2/3 of the workers present. .

Article 423.º
Advance notice

The union must communicate in writing to the employer and the Ministry responsible for the area of Work at least seven working days in advance:

a) The date and time of the start of the strike;

b) The workplaces and professional categories covered;

c) The date and time of the end of the strike, if it is of a specified duration;

d) The reasons for the strike.

Article 424
Workers' representation

1. Workers on strike are represented by the union or by a strike committee designated by it.

2. The representation of workers on strike implies, in particular:

a) Making contacts with other entities, with a view to resolving the conflict;

b) The organization of strike pickets;

c) Intervention in determining the minimum services referred to in article 428 and in designating the workers who must ensure their provision.

Article 425
Strike pickets

1. It is lawful to carry out, outside the workplace, activities aimed at persuading workers to join the strike.

2. Strike pickets and workers participating in the strike may not obstruct access to workplaces or resort to any forms of violence, coercion, intimidation or fraudulent maneuvers intended to limit or neutralize the freedom of work of non-members.

Article 426.º
Freedom of membership

1. No worker may be harmed by reason for joining or not joining a strike.

2. Any act, agreement or regulatory provision that contradicts the provisions of the previous paragraph is null and void.

Article 427.º
Prohibition of replacing workers in strike

1. Employers are prohibited from replacing striking workers with people who, on the date of the notice, did not work in the respective establishment or service.

2. When the strike seriously jeopardizes the future economic and financial viability of the company, the body responsible for the work area may authorize the hiring by the employer of another company to provide the services essential to maintaining that viability, listening to the workers' committee.

Article 428.º
Obligations of workers during the strike

1. Workers are obliged to provide, during the strike, the services necessary for the safety and maintenance of equipment and facilities so that, once the strike is over, the activity can be resumed under normal conditions.

2. In companies or establishments intended to satisfy urgent social needs, workers are obliged to ensure, during the strike, the provision of the minimum services essential to satisfy those needs.

3. Companies or establishments that are part of, namely, the following sectors of activity are considered to be covered by the provisions of the previous paragraph:

a) Health service;

b) Supply of water, energy and fuel;

c) Funeral services;

d) Distribution of first-need products deteriorable properties;

e) Transport, loading and unloading of animals, perishable foodstuffs, medicines, parts and accessories necessary for the operation of other services referred to in these numbers;

f) Control of airspace and meteorology;

g) Firefighters;

h) Health services;

i) Banking and credit services.

4. The determination of the services referred to in the previous paragraphs and the indication of the workers in charge of providing them is the responsibility of the employing entity.

ra, after consultation with the workers' representatives referred to in article 427.

5. In case of non-compliance with the provisions of this article, Therefore, the Government may determine the civil request.

6. Those established in this article also apply to public sectors.

Article 429.º
Mandatory arbitration

1. When it comes to strikes in companies or establishments covered by the provisions of paragraphs 2 and 3 of article 428, it may be determined by order of the Minister in charge of the Labor area, after consulting the union and the entity employer, arbitration, and is mandatory and urgent to resolve the conflict.

2. The order referred to in the previous paragraph will indicate the composition of the arbitration court and set a deadline for the decision.

Article 430
Legal effects of the strike

1. The strike suspends the relationships arising from the employment contracts of participating workers, namely the right to remuneration and the duties of obedience, assiduity and diligence.

2. Workers remain bound during the strike to comply with the duties of non-competition with the employer and professional secrecy.

3. The lawful exercise of the right to strike does not affect the counting of workers' service time or the permanence of rights recognized by social security legislation.

4. During the strike, the employer's disciplinary power remains and the expiry period for disciplinary action is suspended.

5. The right to remuneration is not suspended when the strike is based on a clear violation of labor regulatory standards by the employer.

Article 431
Term of the strike

The strike ends with the expiry of the period set in the notice period or before it, by resolution of the union communicated in writing to the employer and the body responsible for the work area, immediately ceasing the effects indicated in article 430. .

Article 432.º
Illegal exercise of the right to strike

1. Whenever the collective work stoppage is carried out without observing the rules established by this diploma, participating workers incur the legally established sanctions for unjustified absences.

2. Regardless of the effects resulting from the application of the previous paragraph, the illicit exercise of the right to strike is likely to trigger the mechanisms of civil and criminal liability that the circumstances of the fact justify.

Article 433.º
Lock-out

1. *Lock-out is prohibited.*

2. *A lock-out* is considered to be any decision by an employer to close the company or establishment or to suspend work in full or in part, with the purpose of exerting pressure on workers to maintain working conditions. existing jobs or the establishment of new ones that are less favorable to them.

Article 434
Workers' commissions

1. As long as there are no legally constituted and democratically representative unions of workers in all sectors of activity, the powers provided for in article 422 may be exercised in a workers' assembly in accordance with the following paragraphs:

a) The deliberation is only valid if it is adopted by an absolute majority of workers in the sector;

b) Workers are represented by a strike committee, elected on the same occasion

by direct, secret ballot and by simple majority;

c) The strike committee has the duties set out in article 424.

2. The provisions of this article are in force for a period of 180 days after this code comes into force.

Article 435
Jurisdictional competence

It is exclusively the responsibility of the common courts to know and judge the issues arising from the application of this section.

CHAPTER XVII

Safety, Hygiene and Health at Work

SECTION I
General Provisions

Article 436.º
General principles

1. The employer is obliged to organize and carry out work in conditions of safety and health protection for workers.

2. The conditions referred to in the previous paragraph are defined in complementary legislation, taking into account the constraints and specific characteristics of the different sectors of economic activity, and defining the responsibilities of workers and employers in harmony with the complementary nature of these responsibilities .

3. Safety and hygiene measures at work are guaranteed at no cost to workers.

Article 437.º
Object

The purpose of this section is to establish measures that guarantee the safety, hygiene and health of workers and a good working environment in workplaces.

Article 438.º
Scope

1. These provisions apply to all branches of activity, in the public, private, cooperative and social, including workers belonging to central and local public administration, public institutes and other legal entities governed by private law.

2. The civil construction, fishing and agriculture sectors are considered to be covered by this law in everything applicable to them, regardless of the specific law that may be adopted.

3. The provisions of this law are not applicable to public administration activities linked to the Armed Forces and Police Forces, as well as to the activities of civil protection services.

Article 439.º
Concepts

For the purposes of applying this section, the following definitions apply:

a) Worker - any person who provides services to an employer for remuneration, including interns, apprentices and those who are economically dependent on the employer, even if they do not have a legal employment relationship;

b) Employer - any natural or legal person with one or more workers at their service, responsible for the company, establishment or service or, in the case of non-profit organizations, who has the competence to hire of workers;

c) Workplace - any place where the worker is located or goes to as a result of his work, subject directly or indirectly to the control of the employer;

d) Prevention - action to avoid or reduce professional risks through a set of provisions or measures that must be taken at all stages of the company's, establishment's or service's activity;

e) Prescriptions - all provisions to which the competent authority or authorities give the force of law;

f) Health - in relation to work, it is not just the absence of illness or disease, it also includes physical and mental elements that directly affect health, related to safety and hygiene at work.

Article 440.º
Consumption of alcoholic beverages and tobacco

1. In no workplace, during working hours, is the consumption of alcoholic beverages permitted and in closed workplaces is the consumption of tobacco permitted.

2. At the workplace, outside working hours, the consumption of alcoholic beverages is only permitted in areas designated for meals or rest for workers.

Article 441
Communication of accidents, illnesses and first aid

1. The employer is obliged to declare work accidents and occupational illnesses to the competent authorities, as well as to register them.

2. In the event of an accident at the workplace, employers are obliged to provide the worker with first aid and provide him with adequate transport to the nearest hospital center where he can be treated.

3. Employers are obliged to have their workers covered for accidents at work.

4. An accident at work is an accident, understood as a sudden and unforeseen event, suffered by the worker that occurs at the place and time of work.

5. For the purposes of this CHAPTER, the following definitions apply:

a) Workplace is any place where the worker is or must go as a result of his work and where he is, directly or indirectly, subject to the control of the employer;

b) Working time beyond the normal working period, that which precedes its beginning, in preparation acts or related to it, and that which follows it, in acts also related to it, and also normal interruptions or forced labor.

6. A work accident is also considered to occur if:

a) On the way to or from the place of work, as defined in special legislation;

b) In the execution of services provided spontaneously and which may result in economic benefit for the employer;

c) At the workplace, when exercising the right to meet or act as a worker representative, under the terms set out in the Code;

d) At the workplace, when attending a professional training course or, outside the workplace, when there is express authorization from the employer for such attendance;

e) In job search activity during the hours credit granted by law to workers whose employment contract is being terminated;

f) Outside the place or working time, when verified during the execution of services determined by the employer or consented to by the employer.

SECTION II
Duties of the Parties

Article 442.º
Employer's obligations

The employer's obligations include:

a) Comply with the provisions of this diploma and other legal precepts relating to the safety and health of workers;

b) Adopt necessary measures in order to obtain an effective work organization for the prevention of professional risks;

c) Inform workers of the risks to which they may be subject and the precautions to be taken, paying special attention to those hired for the first time or changing jobs, and promote effective training of workers and their representatives in matters of safety, health and work environment;

d) Promote actions necessary for the conservation and maintenance of machines, materials,

tools and work utensils in appropriate safety conditions;

e) Maintain sanitary facilities in good hygienic and operating conditions;

f) Provide workers with the personal protective equipment necessary for the work to be carried out, free of charge, ensuring its hygiene, conservation and use;

g) Establish necessary measures in terms of first aid, fire fighting and worker evacuation in case of serious danger;

h) Keep a copy of this Diploma available to workers;

i) Cooperate to guarantee safety and health measures at work, whenever activities involving more than one worker are carried out in the same workplace.

j) Obligatorily insure the worker when it comes to risky activities, to be regulated by order of the Minister in charge of the Labor area.

Article 443.º
Duties of workers

Workers' duties are:

a) Cooperate in preventing professional risks and maintaining hygiene in workplaces, complying with the provisions of this
Diploma and other applicable legal precepts, as well as the instructions given by the entity that manages them;

b) Interested in teaching on hygiene, safety, health and first aid at work and on fire prevention provided by the employer or official services;

c) Correctly use the personal protective equipment provided to you and ensure that it is in good condition;

d) Take the necessary precautions to ensure your safety, as well as that of other people, and refrain from any acts that could result in
manage risk situations, namely, altering, moving, removing, damaging or destroying safety devices or any other protection systems;

e) Immediately report any malfunction or deficiency that could cause accidents to your superior;

f) Take care of and maintain personal hygiene, seeking to safeguard health and prevent the spread of illnesses among other workers;

g) Request the replacement or inspection of your equipment whenever it is in poor condition or unsuitable for the type of work you carry out.

SECTION III
Facilities

SUBSECTION I
Buildings and Other Constructions

Article 444
Construction safety

1. All constructions, whatever their nature, must have good stability, resistance and health conditions suitable for their use.

2. The maximum allowable overloads for floors must not be exceeded, even temporarily.

Article 445
Separation between buildings

All industrial operations that involve serious risks of explosion and fire must be carried out in separate buildings or in separate locations.

Article 446
Ceiling height, surface and dimensions of work spaces

1. The free ceiling height of floors intended for installing workplaces is 2.8 m.

2. The surface of the workplace must allow that each worker corresponds to at least 2 m with a tolerance of 10%.

3. The minimum size of workplaces must be 11.5 m^3 per worker, with a tolerance of 10%, as long as there is good air renewal in the location.

4. When calculating the cubage, values exceeding 2.8 m in height in terms of ceiling height should not be considered.

Article 447.º
Passageways and exits

1. The width of circulation and exit surfaces it should be enough to be signposted.

2. When passageways are intended for the simultaneous transit of people and vehicles, their width must be sufficient to guarantee safe movement for both.

3. In passageways and exits where there is a danger of free fall, there must be side guards with a height of 0.90 m and a skirting board with a minimum height of 0.14 m.

4. Openings in the floors must be protected with resistant covers or, as an alternative, with guardrails at a height of 0.90 m and skirting boards with a minimum height of 0.14 m.

5. In workplaces, the gap between machines, installations or materials must be at least 0.60 m wide.

6. Exterior doors must open outwards, be easy to maneuver from the inside and allow people to quickly exit.

7. Emergency doors must have different locks and signs than normal doors.

Article 448
Floor quality

1. Floors intended for the passage of people and the circulation of vehicles must be free from cavities and protrusions, and free from obstacles.

2. Stairs, ramps and other places where there are risks of slipping that could have serious consequences must have non-slip flooring.

3. In wet workplaces, where there are workers permanently, they must have access to preferably level with the surrounding floor.

Article 449.º
Steps

1. The width of stairs in workplaces must be at least 0.90 m and compatible with the likely number of users.

2. Sections and landings must have protection with a minimum height of 0.90 m.

3. Ladders must have a width equal to or greater than 0.40 m and be protected whenever their use requires it.

4. Ladders must be fixed or installed stably.

5. The articulation or connection of two or more ladders is only permitted through the use of appropriate devices for this purpose.

Article 450
Work platforms

1. Fixed or mobile work platforms must be constructed with appropriate, non-slippery materials and have sufficient strength to withstand the loads and efforts to which they will be subjected and effectively ensure stability.

2. Work platforms must be horizontal, regular, continuous and conveniently fixed to support points.

3. The accumulation of people and materials on work platforms is prohibited, beyond what is strictly necessary.

4. Whenever work platforms are slippery, as they are covered in debris, particularly solid or liquid fat, measures must be taken to guarantee the necessary safety conditions.

Article 451
Mobile platforms

1. Without prejudice to the provisions of the previous article, mobile platforms must:

a) Use any other devices that prevent or reduce their oscillation, particularly when subject to wind action;

b) Be periodically examined to verify their state of safety, stability, operating conditions and conservation of the structure elements and fixing mechanisms that compose them, by a duly qualified technician;

c) Display, in a clearly visible manner, the indication of the maximum allowable load.

2. Suspension cables used on mobile platforms must be metallic, with a safety coefficient of at least eight in relation to the maximum load to be supported and have a length so that

reserve, in the lowest position on the platform, two turns of the respective drum.

Article 452.º
Lighting

1. Workplaces should preferably be lit with natural light, using artificial light when that is insufficient.

2. Workplace lighting must be adequate to the type of work to be carried out.

3. Passage routes must preferably be illuminated with natural light.

4. When artificial lighting is used, it should preferably be electrical.

5. The lamp set must be connected to at least two phases, in order to eliminate the stroboscopic effect, when it may occur.

6. The lighting system must be designed in such a way that so as not to cause chaining.

7. Natural and artificial lighting surfaces must be maintained in good cleanliness and efficiency.

Article 453.º
Ventilation

1. Workplaces must have good natural ventilation conditions, using artificial ventilation, including additionally, when technical working conditions so determine.

2. If a ventilation installation is used, it must be kept in good working order and have a system that signals any damage.

3. Air conditioning or mechanical ventilation installations must operate in such a way that workers are not exposed to air currents.

Article 454
Work atmosphere

1. The temperature of workplaces must be suitable for the human body, taking into account the working methods used and the physical conditions to which workers are subject.

2. All gases, vapors, fumes, mists or dust harmful to the health of workers that are produced or developed in the workplace must be purged at their training point or, if this is not possible, eliminated by other means without causing harm to third parties.

Article 455
Work abroad

Workers who carry out their activities outside buildings must be protected by shelters or by wearing appropriate clothing and footwear against excessive exposure to the sun and bad weather.

Article 456.º
Noise and vibrations

1. In workplaces, technical measures must be adopted to eliminate or reduce noise and vibrations at the source, when it is continuous and equal to or greater than 65dB.

2. Workers must use appropriate personal protective equipment to reduce the noise level, whenever the applicable protection measures are not sufficient.

SUBSECTION II
Fire Risk Prevention

Article 457.º
General provisions

1. Appropriate measures must be adopted in workplaces to prevent fires and preserve the safety of workers.

2. Workplaces must have adequate equipment for extinguishing fires, in perfect working order, and have personnel duly instructed in its use.

3. The extinguishing agent must be in accordance with the determined fire class, taking into account the dimensions and use of the buildings, the equipment therein, and the physical and chemical characteristics of the existing substances.

Article 458.º
Compressed gas storage

1. Cylinders containing compressed gases must not be left outdoors unless they are protected against temperature variations and direct sunlight.

2. Compressed gas cylinders must not be placed near flammable substances, so as not to pose an explosion hazard.

Article 459.º
Prohibition of smoking or fire

In workplaces where explosive, flammable or combustible materials are collected, stored or handled, it is prohibited to smoke, light or keep matches, lighters or other objects that produce a flame or spark.

Article 460
Storage of flammable materials

1. Flammable materials, such as wood chips, straw, paper, Styrofoam and others, used in packaging, must be stored in places with safety conditions compatible with the characteristics of these materials.

2. Accumulated waste must be burned or removed from work sites.

SECTION IV
Machine Protection and Maintenance

Article 461.º
Machine protection and safety

1. The moving elements of engines and transmission organs, as well as all dangerous parts of machines, must be adequately protected by safety devices, unless their construction and location are such as to prevent contact with people or objects. .

2. Old machines, built and installed without efficient safety devices, must be modified or protected whenever the existing risk justifies it.

Article 462.º
Protection in case of machine breakage

Machines that, due to the speed of their parts, the nature of the materials in which they are constructed or which, due to particular working conditions, present risks of rupture, with consequent violent projections of elements or materials during work, must have casings or protective shields that are shock-resistant and retain projected elements or materials, unless other safety measures are adopted.

Article 463.º
Machine guards

1. Protectors and guards must:

a) Be designed, constructed and used in such a way as to ensure effective protection, which prevents access to the dangerous area during operations and does not cause embarrassment to the operator or harm production;

b) Operate automatically or with a minimum of effort, be well adapted to the machine and the work to be performed, preferably doing part of it;

c) Allow lubrication, adjustment and repair of the machine.

2. All protectors must be solidly attached to the machine, floor, wall or ceiling and remain installed while the machine is in use.

Article 464
Temporary renewal of protections or safety devices

1. A protector, mechanism or safety device from a machine or dangerous element must not be removed or rendered ineffective, unless it is intended to immediately carry out a repair or adjustment of the machine, protector, mechanism or element. safety device.

2. As soon as the repair or adjustment is completed, the protectors, mechanisms or safety devices must be immediately replaced.

Article 465
Prohibition of carrying out maintenance operations on moving machines

1. Cleaning, lubricating and other operations cannot be carried out with moving parts or machine elements, unless this is imposed by particular technical requirements, in which case appropriate means must be used to avoid any want an accident.

2. The prohibition referred to in the previous paragraph must be tar marked by a clearly visible notice.

Article 466
Machine repair

Malfunctions or deficiencies in machines, protectors, mechanisms or protective devices must be immediately reported by the operator or any other worker and, when this happens, the driving force must be cut off, the control device locked and placed in the a clearly visible warning on the machine, prohibiting its use until necessary adjustments or repairs have been completed and the machine is again in working condition.

Article 467
Engine installations

1. When an engine could cause danger in its vicinity, it must be installed in an appropriate location or enclosure, or be adequately protected.

2. Access to the place or area where the engine is installed must be prohibited to unauthorized persons, indicating this prohibition with a clearly visible notice.

Article 468
Starting and stopping engines

Organs or devices for starting and stopping must be easily accessible to personnel involved in the maneuver and arranged in such a way that they cannot be accidentally activated.

Article 469.º
Specific provisions

1. Woodworking machines or similar products must have the cutting tool protected to prevent the worker's hands from coming into contact with it.

2. Effective side and peripheral protection must be attached to the grindstones, forming a set that is resistant to the impact of fragments of pieces or possible shattering of the edges.

3. In the atoms, the clamp and point plates must have a guard that surrounds them in order to prevent contact with the worker when they are in movement.

4. Presses must have mesh or other type of protection that completely surrounds the tool, so as to make it inaccessible to the worker's hands when the punch descends.

5. Guillotines must have an effective braking system that prevents the worker's hands from accessing the cutting area during the blade's descent.

6. Press and guillotine controls must preferably be bimanual, so that the worker's hands are away from the blade when it descends.

Article 470.º
Jamming of protection devices

1. Removable devices for protecting the operating area or other dangerous parts of machines must, when technically possible and the aim is to eliminate a serious and specific risk, have an interlocking connection with the starting and movement of the machine, in order to prevent the removal or opening of the protector when the machine is in motion or cause the machine to stop when removing or opening the protector.

2. The interlock must not allow the machine to move if the protector is not in the correct position.

Article 471.º
Feed or ejection openings

1. The feed or ejection openings of the Machines must have adequate and constituted screens, depending on technical requirements, parapets, railings or covers with the dimensions, shape and resistance necessary to prevent operators or any other person from coming into contact with dangerous feeding organs or ejectors.

2. When the machine has automatic feeders or ejectors that make carrying out work dangerous, the provisions of the previous number must apply.

Article 472.º
Protection against material projections

Machines that, during operation, can project materials of any nature or size, must be equipped with covers, guards or other means of interception.

Article 473.º
Transparent protectors

Whenever it is convenient to observe operations, the protective panels must be made of transparent materials with sufficient resistance and rigidity.

Article 474
Pedal controls

Pedals for operating machines or machine elements must have an automatic interlocking device or a protector fixed to the floor.

SECTION V
Use of Machines

Article 475
Instructions and care for use

1. The direct use of hands to remove shavings or material retained in the machine, or to clean it, is prohibited, and suitable brushes or instruments must be used for this purpose.

2. The operator must be on a non-slip platform, in front of the machine, which must remain in good safety, clean conditions, free of oil, chips and any obstacles.

3. Machine tools or any object that could cause danger must not be placed on benches, tables or shelves close to the work area.

4. Operators must wear work clothing that fits the body, with no loose parts, and cannot wear ties, cords or bracelets that could pose a risk of accidents.

5. Areas around machines must be cleaned as regularly as required.

6. After assembly and repair of any machine, before putting it back into operation, test tests must be carried out by qualified personnel.

SECTION VI
Equipment and means of Lifting, Transport and Storage

SUBSECTION I
Lifting Devices

Article 476
Construction and conservation

All elements of the structure, mechanism, fixing and accessories of lifting equipment must be of good construction and made of appropriate and resistant materials, correctly installed, used and maintained in a good state of conservation and functioning.

Article 477.º
Provisions relating to the main mechanisms

1. The drums and pulleys of traction lifting and transport equipment must have cable seats with dimensions and profiles that allow free winding of the cables, in order to avoid binding or abnormal stresses.

2. Diameter of the winding drums must be at least greater than thirty times the diameter of the cables.

3. At each end, the drums must be provided with a rim that radially exceeds at least two and a half times the diameter of the cables.

4. The ends of the cables must be securely tied inside the drums and, in addition, at the end of the switch, there must be two complete turns of cable wrapped around the drum.

5. There must be devices that prevent cables from escaping from the drum seats during normal operation.

6. Electrically driven lifting equipment must be equipped with lifting limiters that automatically cut off the electrical current when the load exceeds the upper limit of the travel fixed to it.

7. Lifting equipment winches must be designed so that loads are lowered with the engine in clutch and not in free fall.

8. All lifting equipment must be provided with brakes calculated and installed in such a way that they can effectively support a load reaching at least one and a half times the authorized load.

9. Control units must be placed in easily accessible locations with a clear indication of the maneuvers for which they are intended and must be protected against accidental activation.

Article 478.º

Maximum permissible load

1. Each mechanically driven lifting device must clearly indicate the maximum permissible load.

2. An indication of its limits of use must be fixed next to the driver, as well as on the bottom of the device, taking especially into account the value and position of the counterweight, the orientation and inclination of the boom, the load lifted depending on the span and wind speed compatible with stability.

Article 479.º

Installation provisions

1. The stability and anchoring of cranes working outdoors must be ensured taking into account the strongest wind pressures and local conditions.

dock and the most unfavorable stresses resulting from loading maneuvers.

2. At the ends of the tracks of rail lifting equipment there must be stopping devices.

3. Devices must be provided that act on the motor system to automatically stop at the end of course.

Article 480

Verification

1. Lifting equipment must be checked and tested by a competent person before its first use, after any major modification or repair and when resuming operation after prolonged stoppage or breakdown.

2. Lifting equipment must be examined daily by the respective driver and checked, by a qualified person, periodically and depending on the efforts to which they are subjected, and the results of these checks must be kept.

3. Cables, chains, hooks, slings, drums, brakes and travel stops must be completely and carefully examined at least once a week.

Article 481.º

Load movement

1. Loads must be lifted vertically to avoid oscillations during operation.

2. When an oblique elevation is absolutely necessary, the precautions indicated by the circumstances must be observed.

3. Lifting must be preceded by checking that the cables, slings or other lashings are correctly secured to the loads, that they are well balanced and that there is no danger to other workers.

4. If a load is poorly supported while it is being lifted, the driver must immediately activate the warning signal and put the load down so that it can be correctly secured.

5. When lifting, horizontally transporting and lowering suspended loads, signalmen must

direct the maneuver so that the loads do not collide with any object.

6. Drivers of lifting equipment must avoid, as much as possible, carrying loads over workers and places where their eventual fall could pose a danger.

7. When it is necessary to move dangerous loads, such as molten metal or heavy objects, over work sites, the electromagnet must send an effective warning signal to allow workers to leave the dangerous area .

8. Drivers of lifting equipment must not leave them unattended when a load is suspended.

Article 482.º
Minimum age and training of drivers

Workers involved in driving lifting and transport equipment or in signaling operations must be over 18 years of age and have appropriate training to perform these functions.

SUBSECTION II
Mechanical Transport Cars, Forklifts and Others

Article 483.º
Mechanical transport cars

1. Mechanical transport vehicles must be well designed, constructed and maintained in good working order and correctly used, be equipped with appropriate control and signaling devices, and only be maneuvered by workers who comply with the requirements established in article 482.º.

2. The starting, acceleration, lifting and braking controls must meet conditions that prevent unintentional movements.

3. Vehicles must have a safety cabin, or alternatively, be equipped with safety structures such as a frame, arch or gantry, to protect the worker in the event of overturning, overturning or bending.

4. Indication of the load capacity to be transported must be posted in a clearly visible location on the vehicle.

5. In self-propelled cars and trailers, loading must be carried out by lowering the load's center of gravity as much as possible.

6. When unloading is carried out by tipping, there must be devices that prevent accidental tipping.

Article 484
Conservation

The different elements of the cars must be regularly inspected by the personnel in charge of conservation, being taken out of service and duly repaired when necessary.

Article 485
Lifting and transporting materials

1. Whenever possible, mechanical devices should be used to lift and transport materials.
All manual transport of loads, the weight of which could pose a risk to the safety and health of workers, must be prohibited.

2. The maximum weight of loads to be transported manually by a worker cannot exceed 55 kg for men and 25 kg for women and young people.

3. Workers responsible for handling materials must be instructed on how to safely lift and transport loads.

4. When very heavy objects have to be lifted or transported by a team of workers, the lifting and arrangement of the loads must be coordinated.

5. Workers who handle scalding, caustic and corrosive substances, or objects that have sharp edges, burrs, flaws or other dangerous protrusions must use appropriate protective equipment.

Article 486
Material stacking

The stacking of materials must be carried out in such a way as to offer safety, and special precautions must be taken whenever their nature requires.

SUBSECTION III
Storage

Article 487.º
General provisions

1. Materials must be stored in such a way that they cannot fall or pose a danger, and bags and boxes must be stacked in such a way that they do not obstruct the lighting installation and the operation of machines or other equipment, and that they do not obstruct paths or traffic routes, or prevent the use of fire extinguishing material.

2. Materials must be stored on firm bases that are not at risk of breaking, and must not be placed against walls, walls or building partitions, unless they have the necessary security to withstand lateral thrusts.

3. Hazardous materials must be packaged, marked and labeled before being transported, stored or stowed.

4. The maximum height of the batteries must not compromise their stability.

5. The warehouse floor must be made of non-slippery, non-slip, smooth material and kept in perfect condition.

Article 488
Storage of dry bulk materials

1. Dry bulk materials should be, as far as possible, stored in silos that allow them to be discharged from the bottom.

2. Silos must be constructed of fire-resistant materials, covered and equipped with an effective ventilation system.

3. Maintenance operations must be carried out in complete safety for workers.

4. The worker who enters a silo must have a safety belt or rings attached and/or a cable with minimum slack and solidly tied to a fixed point and be assisted throughout the operation by another worker located outside and, if necessary , must be equipped with a mask and other equipment with air supply.

5. Entry into the silos must be prevented during feeding and unloading, or when precautions have not been taken to prevent an unwary restart of these operations.

Article 489.º
Storage of dangerous liquids

1. The storage of flammable or combustible liquids in tanks must always be subject to authorization from the competent entity, in order to guarantee the application of the necessary safety provisions.

2. The storage of flammable dangerous liquids must be carried out in tanks located above ground or in pits, equipped with the necessary devices to guarantee their safe maintenance, namely, in the
regarding precautions against corrosion, access, location, isolation and ventilation.

3. The storage of flammable liquids contained in drums or barrels, inside factories or small warehouses, must be carried out in special compartments, built with fire-resistant materials, with impermeable flooring, inclined and drained into a collection basin. connected to the sewage network, and the drums or barrels must be placed on platforms elevated in relation to the floor.

4. Barrels or bottles containing acids must be stored in cool places and their handling must be careful, paying particular attention to preventing the increase in internal pressure through periodic openings.

5. Materials and products capable of reacting with each other, giving rise to the formation of gases, explosive or flammable mixtures, must be stored in places sufficiently distanced and adequately isolated from each other.

SECTION VII
Installation, Apparatus and Miscellaneous Utensils

SUBSECTION I
Vats, Tanks and Reservoirs

Article 490.º
Safety of vats, tanks and reservoirs

1. Vats, tanks and reservoirs of liquids of any nature, whose opening or edge is less than 0.90 m above the floor or the surface

work, must be provided with covers made of sheets, bars, metal grates or other appropriate material or, alternatively, protected by fences or guardrails.

2. When protection is provided by a fence or guardrails and the edge of the tank, tank or reservoir is less than 0.15 m above the floor, the protection must be completed with skirting boards up to this height, except in cases where cases where the depth is less than 1.00 m and the liquids contained do not pose a danger and other precautions must be adopted.

3. Vats, tanks and reservoirs of liquids of any nature must be provided with discharge ducts with sufficient flow to allow their contents to flow to an appropriate location, without causing spills on the floor.

4. Walkways must not be installed over open vats, tanks or reservoirs, except when it is essential for access to control agitators, valves or sample collections, in which cases they must be at least 0.45 m wide and be provided with guardrails and skirting boards on both sides and kept constantly clean and dry.

SUBSECTION II
Ovens and Greenhouses

Article 491.º
Oven and stove safety

1. When ovens or stoves emit vapors, gases or fumes in quantities likely to cause discomfort or inconvenience to health, domes or suction mouths must be installed connected to evacuation ducts.

2. Workers who operate in ovens or ovens must wear appropriate clothing and equipment that protects them from thermal and light radiation.
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SUBSECTION III
Refrigeration Installations

Article 492.º
Facility security

1. The doors of cold storage rooms must have locks that allow them to be opened from both the outside and the inside and, if they have a lock, there must be alarm devices that can be activated on the inside.

inside the chambers, which communicate with the engine room and the installation guard.

2. Refrigeration installations must be adequately lit, with sufficient space to allow inspection and maintenance of condensate.
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Article 493.º
Use of personal protective equipment

People who work inside cold storage rooms must wear special personal protective equipment, namely thick woolen clothing, protecting the neck and head, and footwear that protects against cold and humidity.

SUBSECTION IV
Welding and Cutting Installations and Operations

Article 494
Workplaces

1. Welding or cutting operations must not be carried out near warehouses of combustible materials and installations capable of releasing explosive or flammable dust, vapors or gases, unless special precautions have been taken.

2. When electric arc welding or cutting workers work in places where there is permanence or circulation of people, they must do so under the shelter of walls, screens, or other appropriate screens, fixed or movable, whose surface absorbs and prevent the reflection of harmful radiation.

3. When the welding location is not outside, local extractors must be installed, allowing the extraction of gases released directly at the work site.

Article 495
Gas welding and cutting installations

1. Gas cylinders used in welding or cutting operations must not be deposited in places where these operations are taking place and, in the case of oxygen cylinders, they must be kept away from any others.

2. Gas cylinders, when in use, must remain in a vertical or slightly inclined position and be secured by straps, clamps or chains that are resistant and easy to maneuver, so that

to allow for rapid removal in the event of a fire.

3. Bottles must not be subjected to shocks or high temperatures, and must be transported on appropriate carts and have the tap protective caps placed whenever they have to be moved or when they are not in use.

4. Separate storage spaces must be provided for full and empty bottles and, if they are stored outdoors, they must be protected by a cover, awnings or other means, in order to prevent direct sunlight.

5. Gas cylinders must be kept far enough away from any work that produces flames, sparks or causes excessive heat.

6. Oxygen cylinders must not be handled with hands or gloves soiled with oil or grease and these substances must not be used to lubricate valves, pressure gauges or adjustment bodies.

7. When using an acetylene generator, the necessary precautions must be taken to ensure good isolation and ventilation of the location and, if it is mobile, its stability and distance from the operating locations must be greater than 5. 00 m.

8. In the acetylene or other combustible gas derivations there must be a safety valve that prevents the return of flame, the influx of oxygen or air into the gas piping.

SUBSECTION V
Steam Boilers and Pressure Vessels

Article 496.º
Safety of steam boilers and pressure installations, apparatus and containers

Steam boilers and installations, apparatus and containers of liquids, gases or vapors under pressure must be constructed, assembled and used in accordance with specific legislation for the sector.

SUBSECTION VI
Electrical Installations

Article 497.º
Safety in electrical installations

The establishment and operation of electrical installations must comply with specific legislation for the sector.

SUBSECTION VII
Hand and Portable Power Tools

Article 498.º
Hand tools

1. Hand tools must be of good quality and appropriate for the work for which they are intended.

2. Hand tools must not be used for purposes other than those for which they are intended.

3. Hand tools must not be left abandoned on floors, passages, stairs or other places where people work or circulate, nor be placed in high places, in relation to the floor, without due protection.

Article 499.º
Portable Power Tools

1. Portable power tools must not have any protrusion on the unprotected parts that have circular or reciprocating movement.

2. Workers who use portable power tools must use, when subject to the projection of particles and dust, glasses, visors, masks or other suitable personal protective equipment.

3. Portable power tools must be periodically inspected, according to the frequency of their use.

SECTION VIII
Personal Protective Equipment

Article 500
General provisions

1. There must be, at the disposal of workers, effective personal protective equipment in relation to the risks resulting from their work position and

whenever collective protection is not possible.

2. Personal protective equipment, with the exception of safety belts and harnesses, must, as far as possible, be for personal use and adapted to the physical characteristics of the person using it.

3. Personal protective equipment must be kept in good condition and subject to periodic inspections and cleaning.

Article 501
Workwear

Work clothing must be tight to the body and not have loose parts.

Article 502.º
Head protection

1. Workers exposed to the risk of head trauma must wear suitable protective helmets.

2. Helmets must have a resistance compatible with the impact of objects or materials to which they may be subjected.

3. Workers who operate or travel close to electrical energy conductors cannot wear metallic protective helmets.

Article 503.º
Ear protection

1. People who work in an environment with noise exceeding 66 dB must wear ear protectors capable of reducing sound noise.

2. These protectors must be cleaned and sterilized when used by another person.

Article 504
Hand and arm protection

1. In operations that present a risk of cuts or injuries to the hands, workers must use special gloves and suitable materials.

2. Workers who handle toxic, irritating or infectious substances must wear special gloves, of appropriate shape and materials.

3. These gloves must fit perfectly over the forearms at the cannon opening.

Article 505
Foot and leg protection

1. In work that presents a risk of burns, corrosion, perforation or crushing of the feet, workers must have resistant safety footwear appropriate to the nature of the risk.

2. Legs and knees must be protected, whenever necessary, by gaiters or jewelry made of material appropriate to the nature of the risk.

Article 506
Respiratory tract protection

1. Workers exposed to the risk of inhaling harmful dust, gases, fumes or vapors must have masks or other protective devices appropriate to the nature of the risks.

2. Respiratory devices must preferably be personal and, when used by another individual, must be sterilized.

Article 507.º
Eye protection

1. Workers exposed to risks of mechanical accidents, optical actions, radiation and leisure and chemical actions must protect their eyes with appropriate equipment.

2. For mechanical actions, workers must wear safety glasses.

3. For optical actions, workers must wear glasses with colored glasses or appropriate filters.

Article 508.º
Safety belts and harnesses

1. Workers exposed to the risk of free fall must use appropriate, sufficiently resistant safety belts or harnesses, as well as lashing cables and respective fastening elements.

2. Seat belts must not allow a free fall of more than 1m unless appropriate devices limit a fall from a greater height to the same effect.

Article 509.º
Other protections

Workers who are exposed to risks that affect parts of the body must have appropriate clothing, aprons, hoods, bibs or other protection of appropriate shape and materials.

SECTION IX
Safety, Hygiene and Health of Workers

SUBSECTION I
Hygiene at Work

Article 510
Water supply

1. Sufficient drinking water must be made available to workers, in easily accessible locations.

2. Water intended for drinking must be used under hygienic conditions, with the use of collective cups being prohibited.

Article 511
Cleaning of workplaces

1. Workshops, workstations, transit areas and all other service areas must be kept in good hygienic conditions.

2. Walls, ceilings, windows and glazed surfaces must be kept clean and in good condition.

3. Workplace floors must be kept clean and, as far as possible, dry and not slippery.

Article 512.º
Sanitary facilities and changing rooms

1. Sanitary installations must meet the following requirements.

a) Be separated by sex;

b) Do not communicate directly with the workplace and have easy and convenient access;

c) Have water and sewerage;

d) Be illuminated and ventilated;

e) The walls are light in color, at least 1.50m high and painted with an oil-permeable paint or covered with an equally waterproof material.

2. Sanitary facilities must have washbasins, showers and urinals, in quantities considered sufficient in relation to the type of activity carried out and the number of workers on site.

3. Local workers must be made available to allow them to change and store clothing that is not worn during work.

4. In cases where workers are exposed to irritating or infectious toxic substances, they must be able to store their personal clothing in a previously established appropriate location, different from the location designated for work clothing.

SUBSECTION II
Health Surveillance

Article 513.º
Medical exams

1. The employer must promote the carrying out of medical examinations with the purpose of verifying the worker's physical and mental fitness to carry out their profession.

2. The following medical examinations must be carried out cos:

a) Entrance exams, before the start of work, or within the following 15 days, if the urgency of admission justifies it;

b) Periodic examinations, to be carried out annually for those under 18 and over forty-five and every two years for other workers;

c) Occasional examinations, whenever there are changes likely to have an impact on the worker's health, in the case of returning to work after an absence of more than 45 days due to accident or illness and whenever the doctor deems it necessary, taking into account the worker health.

Article 514
Medical examination results

1. The results of medical examinations must be recorded in a clinical record.

2. The clinical record, subject to the professional secrecy regime, must be kept by the employer and must only be made available to the health authorities and the worker's attending physician.

3. When the employee stops working at the company, a copy of their clinical record must be given to them, upon request.

Article 515
Charges

Charges resulting from carrying out exams doctors are the responsibility of the employer.

SUBSECTION III
Security Organization

Article 516
Hygiene and safety service

1. In all workplaces with more than fifty workers, a hygiene and safety service must be organized under the guidance of a technician called a safety officer.

2. The appointment of the safety officer and other members of the hygiene and safety service is the exclusive responsibility of the employer, who must do so from among people with appropriate qualifications.

3. Of the appointments provided for in the previous paragraph, it is informed to the General Labor Inspectorate.

Article 517.º
Duties

The duties of the security officer are:

a) Carry out frequent and systematic visits to workplaces, with the purpose of ensuring compliance with legal and regulatory provisions relating to safety, hygiene and health at work standards.

b) Propose specific measures that it deems necessary and monitor their effectiveness;

c) Give workers and construction managers the necessary instructions so that the measures referred to in the previous paragraph are strictly complied with;

d) Promote workers' awareness of hygiene and safety problems, in order to encourage the spirit of preventing professional risks;

e) Prepare reports on the activities carried out, including, in particular, an indication of the accidents that occurred, their causes and the proposal of measures to avoid their repetition;

f) Prepare periodic reports, to be sent to the General Labor Inspectorate, specifying, in particular, the severity and frequency of accidents;

g) Collaborate in the preparation of draft internal security regulations to be applied in the company.

Article 518
Internal regulations

1. All business units with more than 10 workers and whose nature justifies it, must develop internal hygiene and safety standards that complement the provisions of this diploma.

2. The standards referred to in the previous paragraph must be sent to the General Labor Inspectorate and the Labor Directorate for information.

SUBSECTION IV
Oversight

Article 519
Oversight

Monitoring compliance with the provisions of this CHAPTER is the responsibility, depending on the case, of the General Labor Inspectorate, the Health Inspectorate and other entities with competence in the matter, in accordance with applicable legislation.

CHAPTER XVIII
Resolution of Labor Conflicts

SECTION I
General Principles

Article 520.º
Good faith

When labor disputes are pending, the parties must act in good faith.

Article 521.º
Conciliation

Labor disputes, namely those resulting from the conclusion or review of a collective agreement and those arising from the individual employment contract, can be resolved through conciliation.

Article 522.º
Operation

1. Conciliation is carried out, if requested, by the competent services of the Ministry responsible for the Labor area, with the competent services of the Ministry responsible for the Labor area being able to participate, whenever necessary.

2. In the conciliatory procedure, priority is always given to defining the matters on which it will affect.

3. Once conciliation has begun, the period for the employee to take legal action in the competent court is interrupted. tent.

4. Conciliation must end within a maximum period of 15 days.

5. If the negotiation results in conciliation, this document has the value of an enforceable title.

Article 523.º
Call for services from the Ministry responsible for the area of Labor

1. The parties are summoned to begin the conciliation procedure, if the service of the Ministry in charge of the Labor area has been used, within fifteen days following presentation to this service.

2. The competent service of the Ministry responsible for the Labor area must invite trade union or employer associations participating in the negotiation process and which do not require conciliation to participate in the conciliation aimed at reviewing a collective agreement.

3. The parties are obliged to attend the sessions conciliation sessions called.

Article 524
Unjustified lack of attendance

The worker, employer, manager, manager or representative of an association of employers or workers who, duly summoned, fails to attend the service referred to in the previous article, on the fixed day and time and does not justify the absence within five days , incurs the penalty provided for the crime of disobedience.

Article 525
Concept of labor legislation

1. Labor legislation is understood to regulate the rights and obligations of workers and employers as such, and their organizations.

2. Labor legislation is considered to be diplomas that regulate, in particular, the following matters:

a) Employment contract;

b) Collective labor rights;

c) Safety, hygiene and health at work;

d) Work accidents and occupational illnesses;

e) Professional training;

f) Work process.

3. The approval process for ratification of International Labor Organization conventions is also considered a matter of labor legislation.

CHAPTER XIX
Administrative and Criminal Liability

SECTION I
Administrative Liability

SUBSECTION I
General Regime

Article 526.º
Concept

A labor offense constitutes any typical, illicit and objectionable act that substantiates the violation of a rule that enshrines rights or imposes duties on any subject within the scope of labor relations and that is punishable by a fine.

Article 527.º
Neglect

Negligence in labor infractions is always punishable.

Article 528.º
Fulfillment of omitted duty

Whenever the labor infraction consists of the omission of a duty, payment of the fine does not exempt the offender from complying with it if this is still possible.

Article 529.º
Severity levels of labor infractions

To determine the applicable fine and taking into account the relevance of the interests violated, infractions are classified as mild, serious and very serious.

Article 530.º
Graduation, recidivism and worsening

1. Fines will be graded depending on the seriousness of the infraction, the culpability of the offender and his economic possibilities.

2. When determining the size of the fine, the extent of non-compliance with the recommendations contained in the warning notice is also considered.

3. The fine imposed on repeat offenders is never lower double that applied for the first infraction.

4. Whenever the offender uses coercion on workers, forgery, simulation or other fraudulent means, the punishment for the offense is severe in accordance with subparagraph b), no. 2, of article 536, considering the serious infraction is missing.

Article 531.º
Regulation

1. In addition to the situations provided for in this SECTION, its regulation, when necessary, will be carried out by decree.

2. The updates of the amounts provided for in this SECTION are made biennially by order of the Minister in charge of the Labor area in accordance with the observed inflation index.

SUBSECTION II
Punishment of Infractions

Article 532.º
Application of penalties

It applies to infringements of labor legislation, the provisions positions contained in article 533 and following.

Article 533.º
Infringement

1. Violation of the technical safety standards set out in articles 444 to 499, to be graded according to the severity of the offense, constitutes a violation punishable by a fine of two to ten minimum wages applicable in the public service, to be graded according to the severity of the offense, its possible repercussions on the safety and health of workers, and the situation of the company.

2. The lack of personal protective equipment provided for in articles 500 to 508 constitutes a violation punishable by a fine of two to five minimum wages applicable in the public service, for each worker affected.

3. Non-compliance with the provisions of articles 509 to 511, graduated according to the number of workers affected, constitutes a violation punishable by a fine of one to three minimum wages applicable in the public service.

4. Failure to comply with the provisions of articles 512 and 513 constitutes a violation punishable by a fine of one to two minimum wages applicable in the public service, for each worker affected.

Article 534
Fines

1. The employer is subject to fines for each employee in respect of whom an infraction occurs.

2. Infringements are classified as minor, serious and very serious:

a) Minor infractions of three to 25 national minimum wages for public service, in the case of violation of the provisions of articles 59.º no. 5, 60.º, 63.º, 102.º, 104.º, 113. .º, 154.º, 157.º, 159.º nos. 3, 4 and 5, 174.º no. 1, 175.º no. 1, 177.º, 179.º, 181.º, 184th no. 1, 188th, 200th, 221st, 223rd, 229th, 240th, 245th, 246th, 261st, 262nd, 264th , 311.º, 313.º, 340.º nos. 5 and 6, 372.º;

b) Serious infractions of 26 to 50 minimum wages in the public service, in the case of violation of articles 101, al. g), 106th, 206th, 238th, 249th, 252nd, 258th, 266th, 268th and 380th no. 9;

c) Very serious infractions, 51 to 70 minimum civil service salaries in cases of violation of articles 259, 263, 296, and 441, with the fine being fixed according to the number of employees. pains affected, and the judge must determine, if applicable, the period within which the works required for hygiene and safety at work must be carried out and, in the case of violation of articles 296 and 297, the fine will be increased by 10% of the amount set in this rule.

Article 535
Destination of fines

The proceeds of the fines revert, equally, to the Treasury and the Inspection and Supervisory Action Fund, to be created by joint order of the Ministers in charge of the areas of Labor and Finance.

SECTION II
Criminal Liability

Article 536
Improper use of minor labor

1. The improper use of minor labor in violation of the provisions of paragraph 1 of article 268 and paragraph 2 of article 273 is punishable by a prison sentence of up to two years or a fine of up to 240 days, if punishable more serious situation does not apply due to another legal provision.

2. If the minor has not yet reached the minimum age for admission nor has completed compulsory schooling, the limits of the penalties are doubled.

3. In the case of repeat offenses, the minimum limits of the penalties provided for in the previous paragraphs are increased by three times.

Article 537.º
Disobedience

When the General Labor Inspectorate finds a violation of the provisions of paragraph 1 of article 268 or of the rules relating to prohibited work referred to in paragraph 2 of article 273, it shall notify, in writing, the offender to immediately cease the activity of the minor, with the threat that, if he does not do so, he will incur the crime of qualified disobedience.

Article 538
Sanctions applicable to legal entities

Legal persons responsible for committing the crimes set out in articles 536 and 537 may be subject to, separately or cumulatively, a penalty of fine, temporary ban on carrying out their activity for a period of two months to two years or deprivation of the right subsidies or subsidies, granted by public entities or services, from one to five years.

Article 539.º
Violation of union autonomy and independence

1. Entities or organizations that violate the provisions of paragraphs 1 and 2 of article 362 and article 363 are punished with a fine of up to 120 days.

2. Administrators, directors or managers and workers occupying management positions, responsible for the acts referred to in the previous paragraph, are punished with a prison sentence of up to one year.

3. Union leaders or union delegates who are convicted under the terms of the previous paragraph will lose the benefits attributed to them by this Code.

Article 540.º
Retention of union dues

Withholding and not delivering to the union association the union dues charged by the employer is punishable by the penalty provided for the crime of breach of trust.

Article 541.º
Sanctions for violation of the right to strike

1. Violation of the provisions of no. 1 of article 426.º, no. 1 of article 427.º and no. 1 of article 428.º is punished with a fine of five to 10 minimum wages applicable in the public service .

2. Violation of the provisions of article 433 is punishable by imprisonment for up to two years and a fine of 10 to 20 minimum wages applicable in public service, depending on the seriousness of the infraction.

3. Those who declare, carry out or prevent strikes through violence, threats or coercion are punished with imprisonment for up to 6 months.

4. The provisions of the previous paragraphs do not prejudice the application of penalties plus strikes established in general law.

CHAPTER XX
General Rules on Prescription

Article 542.º
Concept

1. Prescription is the loss of the right to action as a result of failure to exercise it, within a certain period of time.

2. Prescription does not extinguish the right itself, but only the right to action that protects it.

Article 543.º
Prescription of the right to claim vacation

The prescription of the right to claim the granting of vacation or the payment of the respective remuneration is counted from the end of the period relating to the granting of the same or, if applicable, the termination of the employment contract, observing the deadlines contained in the following articles.

Article 544
Prescription of the right to claim vacation during the term of the contract

1. The statute of limitations for the right to complain about not being granted vacation during the term of the employment contract is one calendar year, in accordance with the general rules governing the right to count periods.

2. The period during which the right to vacation is acquired starts from the first day the employee starts working.

3. The right to vacation is acquired from the moment the worker completes one year of starting work.

4. In contracts with a term of less than one year, the right to vacation is counted under the same terms and in proportion to the time established in the employment contract, from the moment the worker begins his activity at the service of the entity employer.

5. For minors under 18 years of age, the limitation period does not run and only begins when they reach the age of majority.

Article 545
Prescription of vacation remuneration upon termination of the contract

1. The statute of limitations for the right to claim unpaid vacation pay due to termination of the employment contract is up to two years after termination.

2. Credits corresponding to compensation for violation of the right to vacation and for the provision of overtime work are clearly labor credits for the purposes of applying the limitation period, provided for in this Code.

Article 546
Prescription of other rights

The right of action regarding other credits resulting from employment relationships expires after five years for workers, up to two years after the termination of the employment contract.

CHAPTER XXI
Resolution of Emerging Doubts

Article 547
Doubt resolution

Doubts and gaps arising from the implementation of this code are resolved by decree of the Council of Ministers.

ANNEX I

SERVICE PROVISION AGREEMENT

Between:

F……, hereinafter referred to as EMPLOYER/EMPLOYER, with registered office represented this case by……, act, in……, in duly mandated, on the one hand;

F, natural of ……, São Tomé, ID holder No. …… issued by the CICC of São Tomé, on …./…20…. and valid until ……/…../…....., residing in, District designated EMPLOYEE/WORKER, this service provision contract is signed;

forward

First clause
Objective

The purpose of this contract is to perform the function of……

First clause
Obligations

The Worker undertakes to perform with zeal and dedication the functions for which he was hired, with the existence of legal subordination, which occurs in other forms of the employment contract.

Second Clause
Remuneration

The Employer undertakes to pay the worker the agreed remuneration, by issuing receipts for the services provided.

Third Clause
Workplace

The functions will be performed at the Employer's premises or in places where the Employer deems it necessary, within the conditions set out in this Code.

Clause Four
Working hours

Working hours are between 00:00 in the morning and 00:00, with a break between 00:00 and 00:00.

Fifth Clause
Duration

This contract has a duration of…….months, and may be renewed for an equal period of time by agreement of both parties, if neither party terminates it with prior notice.

Clause Six
Entry into force

This contract comes into force on the date of its signature.

So they said and signed.

And because it is true, after reading and explaining its content to each of the grantors, they agreed to this text written on two pages without amendments or erasures.

Done at São Tomé, on the day of the month of……of…..

The Employer

The Employee

ANNEX II

EMPLOYMENT CONTRACT

Enter F……, as EMPLOYER or EMPLOYER, with registered office in……, herein, represented by……, with delegated powers to such, and F……born in São Tomé, holder of BIN nº …… issued by the CICC of São Tomé, in …./…2008 and valid until ……/…../……., residing in , District of, ……...hereinafter referred to as WORKER, this subordinate employment contract is signed and is governed by the following clauses.

First clause
Objective

The purpose of this employment contract is to exercise the function of…… under the orders and guidance of the employer (or person duly authorized by the employer).

Second clause
Obligations

The Worker undertakes to carry out the duties for which he was hired with zeal and dedication and to maintain the work objects entrusted to his custody in good condition.

Third Clause
Remuneration

The Employer undertakes to pay the worker a monthly salary in the amount of …… on the employer's premises.

Clause Four
Workplace

The functions will be performed at the Employer's premises or in places where the Employer deems it necessary, within the conditions set out in this Code.

Fifth Clause
Working hours

Working hours are between 00:00 in the morning and 00:00, with a break between 00:00 and 00:00.

Clause Six
Duration

This contract has a duration of…….months, and may be renewed for an equal period of time by agreement of both parties, if neither party terminates it with prior notice.

Clause Seven
Number of copies

This contract is drawn up in three copies in Portuguese, with each of the contracting parties having one and the third must be sent to the Ministry in charge of the Labor area, under the terms set out in this Code.

Eighth clause
Signature

After reading and explaining its content to the worker, the contractors agreed to this text of…….pages which they signed.

Clause nine
Entry into force

This contract comes into force on the date of its signature.

Done at São Tomé, on the….day of the month of …….of …….

The Employer The Worker

F_____ F_____

ANNEX III

TERM EMPLOYMENT CONTRACT
RIGHT

Between F……, as EMPLOYER or EMPLOYER, with registered office in……, and F…….born in São Tomé, holder of BI
……,
No. …… issued by the CICC of São Tomé, in …./…2008 and valid until ……/…../……., resident in, ……., District of, ……. …...hereinafter referred to as WORKER, this fixed-term employment contract is signed and is governed by the following clauses.

First clause
Objective

The purpose of this employment contract is to exercise the function of…….. under the orders and direction of the Employer (or person duly authorized by him).

Second clause
Duration

The contract now signed has a duration of ……. months ending with the completion of the work for which the worker was hired.

Third clause
Obligations

The Worker undertakes to carry out the duties for which he was hired with zeal and dedication and to maintain the work objects entrusted to his custody in good condition.

Fourth clause
Remuneration

The Employer undertakes to timely pay the employee the monthly salary of …… at the employer's premises.

Clause Four
Workplace

The functions will be performed at the Employer's premises or in places where the Employer deems it necessary, within the conditions set out in this Code.

Fifth Clause
Working hours

Working hours are between 00:00 in the morning and 00:00, with a break between 00:00 and 00:00.

Clause Six
Duration

This contract has a duration of…….months, and may be renewed for an equal period of time by agreement of both parties, if neither party terminates it with prior notice.

Clause Seven
Number of copies

This contract is drawn up in three copies in Portuguese, with each of the contracting parties having one and the third must be sent to the Ministry in charge of the Labor area, under the terms set out in this Code.

Eighth clause
Signature

After reading and explaining its content to the worker, the contractors agreed to this text of…….pages which they signed.

Clause nine
Entry into force

This contract comes into force on the date of its signature.

Done in São Tomé, at…. days of the month of ……..of……

The Employer The Worker

F_____ F _____

ANNEX IV

LIST OF THE WORST FORMS OF CHILD LABOR

I. WORK HARMFUL TO HEALTH AND SAFETY

Agriculture, Livestock and Forestry

Item	Job Description	Probable Occupational Risks	Probable Health Repercussions
1.	When driving or operating tractors, chainsaws and other agricultural machinery	Accidents with dangerous machines, instruments or tools	Musculoskeletal deformities (bursitis, tendinitis, back pain, synovitis, tenosynovitis), mutilations, crushes, fractures
2.	In the spraying, handling and application of pesticides and related products, including cleaning equipment, decontamination, disposal and replacement of empty containers In the transport, manual loading and unloading of excessive	Exposure to chemical substances, such as pesticides and fertilizers, absorbed orally, cutaneously and respiratoryly	Acute and chronic poisoning; polyneuropathies; contact dermatitis; allergic dermatitis; cardiac arrhythmias; leukemias and depressive episodes
3.	weights and handling of sharp instruments in the production process of agricultural export crops (cocoa, coffee, etc.).	Physical effort and inappropriate postures; exposure to organic dust and its contaminants, such as fungi and pesticides; contact with toxic substances from the plant itself; accidents with dangerous animals; exposure to solar radiation, heat, humidity, rain and cold; accidents with sharp instruments	Musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis); pneumoconioses; exogenous intoxications; hives; poisonings; intercourse; skin burns; premature aging; skin cancer; dehydration; respiratory diseases; injuries and mutilations; fingerprint erasure
4.	When harvesting citrus fruits, peppers, chillies and the like	Physical effort, manual lifting and transport of weight; vicious postures; exposure, without adequate protection, to solar radiation, heat, humidity, rain and cold; contact with peel acid; accidents with sharp instruments	Musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis); skin burns; premature aging; skin cancer; dehydration; respiratory diseases; fingerprint erasure; injuries; mutilations
5.	In corrals or pigsties, without adequate hygienic conditions	Accidents with animals and permanent contact with viruses, bacteria, parasites, bacilli and fungi	Musculoskeletal deformities (bursitis, tendinitis, back pain, synovitis, tenosynovitis); bruises; tuberculosis; carbuncle; brucellosis; leptospirosis; tetanus; dengue; viral hepatitis; dermatophytosis; candidiasis; cutaneous and cutaneous-mucosal leishmaniasis.
6.	In felling and cutting wood	Accidents involving falling trees, cutting saws, machines and snakebiting	Musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis); crushes; amputations; lacerations; mutilations and bruises; fractures.
7.	In mangroves and mudflats	Exposure to humidity; courteous; perforations; snakebite, and contact with excrement	Rhinitis; colds; bronchitis; poisonings; exogenous intoxications; dermatitis; leptospirosis; viral hepatitis; dermatophytosis and candidiasis, drowning

Fishing

Item	Job Description	Probable Occupational Risks	Probable Health Repercussions
8.	Handling the fishing net, including placing and removing the canoe	Night work; exposure to solar radiation, cold, repetitive movements; fluctuating time, like tides;	Sleep disorders; hypothermia

9.	When driving artisanal fishing vessels by rowing, including pushing or dragging on the beach	Physical effort and inappropriate postures, night work; exposure to solar radiation, humidity, cold and drowning	Sleep disorders; hypothermia, Musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis)
10.	In tasks that require diving, with or without equipment	Prolonged apnea and increased circulating nitrogen	Drowning; perforation of the tympanic membrane; loss of consciousness; barotrauma; air embolism; acrocyanosis; barotraumatic otitis; baro-traumatic sinusitis; labyrinthitis and non-suppurative otitis media
Extractive Industry			
Item	**Description of Work Probable Occupational Risks**		**Probable Health Repercussions**
11.	In open-air quarries Exposure to solar radiation, rain; exposure to silica; lifting and carrying excessive weight; inappropriate postures and repetitive movements; accidents with sharp instruments; ments precarious sanitary conditions; foreign bodies, intense physical exertion; exposure heavy to inorganic dust and metals;		Skin burns; premature aging; skin cancer; dehydration; respiratory diseases; hypothermia; physical fatigue; muscle pain in the limbs and spine; musculoskeletal injuries and deformities; impairment of psychomotor development; injuries; mutilations; multiple parasites and gastroenteritis; eye injuries (cornea and sclera) musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis); suffocation; anoxia; hypoxia; crushing; burns; fractures; silicosis; tuberculosis; occupational asthma; bronchitis; pulmonary emphysema; cancers; eye injuries; bruises; injuries; mental changes; fatigue.
12.	In rubble and in the preparation of gravel and crushed stone	Physical effort; vicious postures; accidents with sharp instruments; exposure to mineral dust, including silica	Musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis); injuries and mutilations; rhinitis; asthma; pneumoconioses; tuberculosis
13.	In places where there is free detachment of mineral dust (cement, lime, paint)	Exposure to inorganic dust cas	Pneumoconioses associated with tuberculosis; occupational asthma; rhinitis; silicosis; bronchitis and bronchiolitis
Transformation Industry			
Item	**Description of Work Probable Occupational Risks**		**Probable Health Repercussions**
14.	In charcoal production	Exposure to solar radiation, rain; bites from dangerous insects and animals; lifting and transporting excessive weight; inappropriate postures and repetitive movements; accidents with piercing-cutting instruments; spontaneous combustion of coal; smoke containing by-products of pyrolysis and incomplete combustion: pyroligneous acid, tar, methanol, acetone, acetate, carbon monoxide, carbon dioxide and methane	Skin burns; premature aging; skin cancer; dehydration; respiratory diseases; hypothermia; skin or generalized reactions; physical fatigue; muscle pain in the limbs and spine; musculoskeletal injuries and deformities; impaired psychomotor development; injuries; mutilations; trauma; musculoskeletal injuries; vascular syndromes; burns; psychological suffering; acute and chronic poisoning

15.	When using sharp objects or exposure to high temperatures in the manufacture of cassava flour	Intense physical efforts; accidents with piercing-cutting instruments; inappropriate positions; repetitive movements; high temperatures and dust	Musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis); bruise; amputations; courteous; burns; kyphosis; scoliosis; Respiratory deformities and occupational dermatoses
16.	In distilleries in the manufacture of alcoholic beverages	Exposure to ethanol vapors, methanol and other chemical risks; risk of fires and explosions; exposure to alcoholic beverages, heat, the formation of explosive atmospheres; fires and other accidents	Cancer; occupational dermatoses; contact dermatitis; heatstroke; occupational asthma; bronchitis; burns, burns; suffocation; dizziness; intoxication; upper airway irritation; irritation of the skin and mucous membranes; headache and drunkenness
17.	In contact with spoiled animal waste, glands, viscera, blood, bones, hides, hair or animal waste	Exposure to viruses, bacteria, bacilli, fungi and parasites, accidents with sharp instruments, toxic exposure	Tuberculosis; carbuncle; brucellosis; viral hepatitis; tetanus; psittacosis; ornithosis; occupational dermatoses and contact dermatitis, injuries, poisonings, pneumonia, occupational asthma, mutilations
18.	In slaughterhouses	Intense physical efforts; risks of accidents with animals and sharp tools and exposure to biological agents	Musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis); bruises; injuries; tuberculosis; carbuncle; brucellosis and psittacosis; anthrax
19.	In the operation of woodworking equipment, when motorized and in motion (circular saws, band saws and guillotines, cutters and mixers, cranes or other similar devices)	Physical efforts; accidents with tools and systems that conduct electrical energy; and accidents with machines and equipment; exposure to wood dust, organic solvents, paints and varnishes; risks of accidents with dangerous machines, saws and tools.	Musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis); mutilations; occupational asthma; bronchitis; pneumonitis; acute pulmonary edema; interstitial emphysema; occupational dermatosis; crushing; injuries; amputations; fatigue; fractures. Malignant neoplasm of the bronchi and lungs; burns; trauma; conjunctivitis; cataracts and poisoning.
Production and Distribution of Electricity and Water			
Item	**Job Description**	**Probable Occupational Risks**	**Probable Health Repercussions**
20.	In production systems, transmission and distribution of electrical energy	Exposure to high voltage electricity; electric shock and falls.	Electroshock; ventricular fibrillation; cardio-respiratory arrest; trauma; abrasions fractures
21.	Construction and maintenance of tanks, canals, ditches and water conduits	Exposure to solar radiation, physical exertion, rain, injury, inappropriate positions	Lombalgias, myalgias, arthrogias and skin lesions
Construction			
Item	**Job Description**	**Probable Occupational Risks**	**Probable Health Repercussions**
22.	Civil construction, including construction restoration and demolition	Intense physical efforts; risk of accidents due to falling levels, with machines, equipment and tools; exposure to dust from paints, cement, metallic pigments and solvents; inappropriate positions; heat; vibrations and repetitive movements your	Musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis); mutilations; fractures; crushes; trauma; Respiratory deformations; contact dermatitis; heatstroke; cervicobrachial syndrome; joint pain; poisonings; peripheral polyneuropathy; diseases of the hematopoietic system; leukocytosis; depressive episodes; neurasthenia; occupational dermatoses; courteous; bruises; trauma

Commerce (Repair of Motor Vehicles, Personal and Household Objects)			
Item	**Job Description**	**Probable Occupational Risks national**	**Probable Health Repercussions**
23.	In tasks that involve exposure to gases and the use of electrical equipment, without adequate protection (workshops and tire retreading centers)	Gas inhalation, explosions. Intense physical efforts; exposure to chemicals and heat; trauma caused by the outside of the tires; injuries caused by inappropriate handling of equipment (poor compressor adjustment, electric shocks, aspiration of foreign bodies	Burns, poisoning, electric shock, death. Musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis); burns; bladder and lung cancer; skin; occupational asthma; bronchitis; emphysema; intoxication; occupational dermatitis; heat stroke and poisoning, injuries, eye and soft tissue trauma, fracture, electroshock.
24.	In places where medicines, chemicals, fuels and alcoholic beverages are stored and sold, without any type of security	Fire, product spills, chemicals, intense physical exertion; exposure to chemicals;	Burns; lung and skin cancer; occupational asthma; bronchitis; emphysema; intoxication; occupational dermatitis; soft tissue trauma.
25.	Street commerce (plastics, sharp objects, explosives, medicines)	Road accidents; exposure, without adequate protection, to solar radiation, heat, rain;	Skin burns; premature aging; dehydration; physical fatigue; muscle pain in the limbs and spine
26.	For maintenance, cleaning, washing or lubricating vehicles, tractors, engines, component machines, in which equipment, or organic or inorganic solvents, diesel oil or other products derived from mineral oils are used	Exposure to organic, neurotoxic solvents, acid and alkaline vapors	Occupational dermatoses; encephalopathies; burns; leukocytosis; elaiconiosis; depressive episodes; tremors; personality disorders, neurasthenia and eye injuries.
27.	With the use of piercing and cutting instruments or tools, without adequate protection capable of controlling the risk	Perforations and cuts	Wounds and mutilations
28.	With exposure or handling of arsenic and its compounds gas, asbestos, benzene, mineral coal, phosphorus and its compounds, hydrocarbons, other carbon compounds, heavy metals (cadmium, lead, chromium and mercury) and their compounds, silicates, oxalic, nitric, sulfuric, hydrobromic, phosphoric acid , picric, caustic alkalis or substances harmful to health according to classification of World Health Organization (WHO)	Exposure to chemical compounds above tolerance limits	Malignant neoplasm of the bronchi and lungs; angiosarcoma of the liver; polyneuropathies; encephalopathies; malignant neoplasm of the stomach, larynx and pleura; mesotheliomas; asbestosis; cardiac arrhythmia; leukemias; myelodysplastic syndromes; mental disorders; cor pulmonale; silicosis and Caplan syndrome
29.	In confined spaces	Isolation; contact with dust, toxic gases and other contaminants	Sleep-wake cycle disorder; rhinitis; bronchitis; irritability

30.	Sharpening tools and metallic instruments on a sharpening machine, grinding wheel or grinder, without collective protection against flying particles	Accidents with sharp material and exposure to sharp metal particles detached from the sharpener, eye injury	Wounds and mutilations, partial loss of vision
31.	Driving and operating moving vehicles, machines or equipment (rolling, forging and metal cutting machines, bakery machines such as mixers and dough cylinders, slicing machines)	Physical efforts; accidents with tools and systems that conduct electrical energy	Musculoskeletal deformities (bursitis, tendinitis, back pain, synovitis, tenosynovitis); mutilations; crushes; fractures; burns and cardio-respiratory arrest
32.	Maintenance and repair of electrical machines and equipment, when connected to electrical current	Intense physical efforts; exposure to accidents with electrical energy systems, circuits and conductors and accidents with blunt equipment and tools	Musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis); mutilations; crushes; fractures; burns; temporary loss of consciousness; carbonization; cardio-respiratory arrest, death
33.	On scaffolds with heights greater than 2.0 (two) meters	Falls	Fractures; bruises; trauma; dizziness; phobias
Transport and Storage			
Item	**Job Description**	**Probable Occupational Risks**	**Probable Health Repercussions**
34.	In the transport and storage of alcohol, explosives, liquid, gaseous and liquefied flammable substances 35. In	Exposure to toxic vapors; risk of fire and explosions	Intoxications; burns; rhinitis and contact dermatitis
	the hold or deck of a ship	Intense physical efforts; risk of level drop; insulation, heat and other risks inherent to the cargo transported	Musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis); injuries; fractures; bruises; trauma; phobia and wake cycle disorder I am
36.	When transporting people or animals	Traffic accidents	Injuries; bruises; fractures; injuries and mutilations
Health and Social Services			
Item	**Job Description**	**Probable Occupational Risks**	**Probable Health Repercussions**
37.	When handling or applying chemical products, including cleaning equipment, decontamination, disposal and return of empty containers	Exposure to chemotherapy drugs and other chemical substances for therapeutic use	Acute and chronic poisoning; polyneuropathy; contact dermatitis; allergic dermatitis; drug-induced adult osteomalacia; cancers; cardiac arrhythmia; leukemia; neurasthenia and depressive episodes
38.	In contact with animals carrying infectious diseases and in animal vaccination centers	Exposure to viruses, bacteria, parasites and bacilli	Tuberculosis; carbuncle; brucello himself; psittacosis; anger; asthma; rhinitis; conjunctivitis; pneumonia; contact dermatitis and occupational dermatosis
39	In hospitals, emergency services, wards, outpatient clinics, vaccination stations and other establishments intended for the care of human health, where there is direct contact with patients or handling objects used by patients that have not been previously sterilized	Exposure to viruses, bacteria, parasites and bacilli; psychic stress and suffering; accidents with biological material	Tuberculosis; AIDS; hepatitis; meningitis; carbuncle; toxaplasmosis; viruses, parasites; zoonosis; pneumonia; candidiasis; dermatitis; depressive episodes and mental distress

40.	In laboratories intended for the preparation of serum, vaccines and other similar products	Exposure to viruses, bacteria, parasites, bacilli and contact with laboratory animals	Poisonings; courteous; lacerations; hepatitis; AIDS; tuberculosis; carbuncle; brucellosis; psittacosis; anger; asthma; chronic rhinitis; conjunctivitis; zoonoses; anxiety and mental suffering
Collective, Social, Personal and Other Services			
Item	**Job Description**	**Probable Occupational Risks**	**Probable Health Repercussions**
41.	In industrial laundries	Exposure to solvents, chlorine, soap, detergents, heat and repetitive movements	Polyneuritis; occupational dermatoses; bluff yourself; conjunctivitis; heatstroke; fatigue and burns
42.	In sewers	Intense physical efforts; exposure to chemicals used in sewage treatment processes, such as chlorine, ozone, hydrogen sulfide and others; biological risks; confined spaces and explosion risks	Musculoskeletal deformities (bursitis, tendinitis, back pain, synovitis, tenosynovitis); scoliosis; olfactory dysfunction; alcoholism; asthma; bronchitis; eye injuries; dermatitis; dermatoses; suffocation; salmonellosis; leptospirosis and olfactory dysfunctions
43.	In the collection, separation and recovery of waste	Intense physical efforts; exposure to physical, chemical and biological risks; exposure to toxic dust, heat; repetitive movements; anti-ergonomic positions cas	Musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis); injuries; lacerations; intercourse; colds; spinal deformities; respiratory infections; pyoderma; dehydration; occupational dermatoses; contact dermatitis; alcoholism and olfactory dysfunctions
44.	In cemeteries	Intense physical efforts; heat; biological risks (bacteria, fungi, rats and other animals, including dangerous ones); risk of accidents and psychological stress	Musculoskeletal deformities (bursitis, tendinitis, back pain, synovitis, tenosynovitis); injuries; bruises; occupational dermatoses; anxiety; alcoholism; dehydration; skin cancer; professional neurosis and anxiety
45.	On the streets and other public spaces (street commerce, tourist guides, transport people or animals, among others)	Exposure to violence, drugs, sexual harassment and human trafficking; exposure to solar radiation, rain and cold; traffic accidents; running over	Injuries and impairment of affective development; chemical dependency; sexually transmitted diseases; early sexual activity; unwanted pregnancy; skin burns; premature aging; skin cancer; dehydration; respiratory diseases; hypertemia; trauma; injuries
46.	In crafts	Lifting and transporting weight; maintenance of inappropriate postures; repetitive movements; accidents with piercing-cutting instruments; foreign bodies; excessive working hours your	Physical fatigue; muscle pain in the limbs and spine; ostemuscular injuries and deformities; impaired psychomotor development; injuries; mutilations; eye injuries; fatigue; sleep disorders
47.	In the care and supervision of children, elderly or sick people	Intense physical efforts; physical, psychological violence and sexual abuse; long journeys; isolation work; nocturnal; anti-positions; ergonomic exposure to biological risks.	Musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis); anxiety; changes in family life; professional burnout syndrome; professional neurosis; physical fatigue; sleep-wake cycle disorders; depression and communicable diseases. Pneumopathy, cancer, respiratory diseases

Domestic Service			
Item	**Job Description**	**Probable Occupational Risks**	**Probable Health Repercussions**
48.	Domestic	Intense physical efforts; isolation; physical, psychological and sexual abuse; long working hours; night work; heat; exposure to fire, anti-ergonomic positions and repetitive movements; spinal traction; muscular overload and level drop	Musculoskeletal deformities (bursitis, tendonitis, back pain, synovitis, tenosynovitis); bruises; fractures; injuries; burns; anxiety; changes in family life; sleep disorder; spinal deformities (low back pain, lumbosciatica, scoliosis, kyphosis, lordosis); professional burnout syndrome and professional neurosis; trauma; dizziness and phobias

II. WORK HARMFUL TO MORALITY	
Item	**Job Description**
1	Those provided in brothels, nightclubs, bars, gambling halls and similar establishments
2	Production, composition, distribution, printing or trade of sexual objects, books, magazines, video or cinema tapes and pornographic CDs, of
3	Sale of alcoholic beverages to the public
4	With exposure to physical, psychological or sexual abuse.

DIARY OF THE REPUBLIC

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